Oscar Leeser
Mayor

Tommy Gonzalez
City Manager

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

NOTICE OF WORK SESSION

August 17, 2021
9:00 AM
Teleconference phone number: 1-915-213-4096
Toll free number: 1-833-664-9267
Conference ID: 624 800 260#

AND

AGENDA REVIEW MEETING
August 16, 2021
9:00 AM
Teleconference phone number: 1-915-213-4096
Toll free number: 1-833-664-9267
Conference ID: 588 807 4#

TEMPORARY SUSPENSION OF OPEN MEETINGS LAWS DUE TO EMERGENCY

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

Notice is hereby given that an Agenda Review Meeting will be conducted on August 16, 2021 at 9:00 A.M. and a Regular Meeting of the City Council of the City of El Paso will be conducted on August 17, 2021 at 9:00 A.M. Members of the public may view the meeting via the following means:

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

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

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

At the prompt please enter the corresponding Conference ID:

Agenda Review, August 16, 2021 Conference ID: 588-807-4#
Regular Council Meeting, August 17, 2021 Conference ID: 624-800-260#

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

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

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

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

A quorum of City Council must participate in the meeting.

ROLL CALL

INVOCATION BY POLICE CHAPLAIN DENNIS COFFMAN

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS

El Paso Athletic Hall of Fame and El Paso Sports Commission Week – Class of 2021

David L. Carrasco Job Corps Graduation Day

NOTICE TO THE PUBLIC

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

CONSENT AGENDA - APPROVAL OF MINUTES:

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

1. Approval of minutes of the Regular City Council Meeting of August 3, 2021, the **21-950**

Agenda Review of August 2, 2021, the Work Session of August 2, 2021, the Special Meeting of July 27, 2021 and the Special Meeting of March 17, 2020.

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

CONSENT AGENDA - REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:

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

CONSENT AGENDA - RESOLUTIONS:

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

3. The City Manager be authorized to sign a Lessor's Approval of Assignment of the Ground Lease, by the City of El Paso ("Lessor"), Croucher Family Limited Partnership, LLC. ("Assignor") and Lulu Lots LLC. ("Assignee") for property described as Lot 7, Block 7, El Paso International Airport Tracts, Unit 2, City of El Paso, El Paso County, Texas, also known as 7505 Lockheed Dr., El Paso, Texas. **21-911**

The remaining lease term is 37 years and 9 months with one (1) ten-year option. The site is 30,825 SF at $0.52 per SF and the annual rent is $16,029.00. The lease agreement expires May 31, 2059, with option to extend to May 31, 2069.

District 3
Airport, Sam Rodriguez, (915) 212-7301

4. This Resolution is to authorize the City Manager to sign a Southern Industrial Site Lease between the City of El Paso ("Lessor") and NOFVBC, LLC ("Lessee") for Lot 1 and the Westerly 34 feet of Lot 2, Block 8, El Paso International Airport Tracts, Unit 2, City of El Paso, El Paso County, Texas, municipally known and numbered as 7600 Boeing, El Paso, Texas. **21-912**

The lease term is one year with one (1) one-year option. The site is 38,548.20 square feet at $0.3758 per square feet and the annual rental rate is $14,486.41 or $1,207.20 monthly.

District 3
Airport, Sam Rodriguez, (915) 212-7301

5. This item is a Resolution to authorize the City Manager to sign Lease No. GS-07P-LTX00553 by and between the City of El Paso and the United States of America, by and through the designated representative of the General Services Administration, for office space and related areas, including parking, used by the Transportation Security Administration at the El Paso International Airport terminal building, located at 6701 Convair Rd., El Paso, Texas, to begin on September 1, 2021, for a ten year term with five of those years being firm; and that the City Manager or designee is authorized to sign lease amendments that **21-918**

do not affect the rent, term or leased premises area, so that, by way of example, City Manager or designee could sign a lease amendment to the exhibits.

The firm term of this Lease is five (5) years with one five (5) year option. The initial term rental is $250,644.24 per year, which includes office/administrative space and utilities.

District 3
Airport, Sam Rodriguez, (915) 212-7301

6. Approve a Resolution establishing the Streetcar Cross-Functional Team, to include Representatives from Districts 1, 3, and 8. **21-940**

All Districts
City Manager's Office, Tracey Jerome, (915) 212-1783

7. Approve a Resolution authorizing the City Manager or designee to make necessary budget transfers and to sign the Event Support Contract with Consortium Productions, Inc. for the City of El Paso to host the 2021 Sun City CRIT in conjunction with USA GRITS, September 10-12, 2021. **21-945**

All Districts
City Manager's Office, Tracey Jerome, (915) 212-1783
Destination El Paso, Bryan Crowe, (915) 534-0667

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

8. That the City Manager or Designee be authorized to sign the Interlocal Agreement between the County of El Paso, Texas and the City of El Paso, Texas to submit a joint application to the Department of Justice under the 2021 Edward Byrne Memorial Justice Assistance Grant Program (JAG), in the amount of $217,701.00. The funds received under the JAG program will be allocated 50% to the County of El Paso, Texas, $108,850.50 and 50% to the City of El Paso, Texas, $108,850.50. No cash match or in-kind is required. **21-908**

All Districts
Police, Isaura Valdez, (915) 212-4311
Police, Chief Gregory K. Allen, (915) 212-4302

Goal 3: Promote the Visual Image of El Paso

9. That the Solid Waste liens on the attachment posted with this agenda be approved. (See Attachment A) **21-878**

Districts 1, 3, 4, 6, 7, and 8
Environmental Services, Ellen Smyth, (915) 212-6000

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

10. Approve a Resolution to authorize the City Manager to sign a First Amendment Facility Use Agreement by and between the City of El Paso and the County of El Paso in connection with the El Paso City-County Nutrition Program to senior citizens who reside in El Paso County. **21-915**

All Districts
Parks and Recreation, Ben Fyffe, (915) 212-1766

11. Approve a Resolution that the main lobby space at the El Paso Museum of History is hereby named "Nora and Ernesto Herrera Lobby" in honor of their $100,000 gift to the Museum of History Foundation's endowment in accordance with the Museum's giving guidelines. **21-921**

All Districts
Museums and Cultural Affairs, Ben Fyffe, (915) 212-1766

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

12. A Resolution to find that taxpayer, DAN & CAROLYN A. GONZALEZ, has met the requirements of Section 33.011 of the Tax Code for the request of waiver of penalties and interest and the City waives the penalty and interest amount on the 2020 delinquent taxes pursuant to Section 33.011(a)(1), of the Tax Code in the amount of $2,093.72 **21-902**

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

13. A Resolution to establish Council member attendance by videoconference. **21-939**

All Districts
City Clerk's Office, Laura D. Prine, (915) 212-0049
Communications and Public Affairs, Laura Cruz-Acosta, (915) 212-1061

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

14. That the City Manager, or designee, be authorized to sign an Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the HSIP FY22 - Lee Trevino Drive Channelization project, which has an estimated total project cost of $297,003 of which the estimated local government participation amount is estimated at $31,717. Further, that the City Manager, or designee, is authorized to sign all documents, agreement amendments, and perform all actions required to carry out the obligations of the City under this agreement. **21-917**

District 7
Capital Improvement Department, Yvette Hernandez, (915) 212-1860

15. That the City Manager, or designee, be authorized to sign an Easement Agreement granting an easement to Level 3 Communications, LLC to install communications facilities and equipment on the property legally described as a 10 Foot Wide Utility Easement being a 4,915.36 square foot strip of land over and across a portion of Lot 4, Block 1-C, El Paso International Airport Tracts, **21-922**

Replat Unit 6, [E.P.I.A.T.U.6] (Book 0028, Page 0049, El Paso County Records, (E.P.C.R.)) Over and Across the portion of Allegheny Drive, vacated by the November 11, 1997, City Ordinance # 013389, as each are shown on said Ordinance and Plat of E.P.I.A.T.U.6 and Over and Across a portion of Tract 4A26A, Ascarate Grant Block 2, same being those lands within the Memorandum of Lease by and between the City of El Paso and Spokane Equities of Record in Book 2854, Book 1619 and the Assignment of Leases in Document 20080026097 (E.P.C.R.) such property located near the intersection of De Havilland Drive and Allegheny Drive.

District 3
Airport, Sam Rodriguez, (915) 212-7301

Goal 8: Nurture and Promote a Healthy, Sustainable Community

16. That the Mayor of the City of El Paso, Texas be authorized to sign a Resolution of no objection for a 2021 4% Non-Competitive, Low Income Housing Tax Credit (LIHTC) application submitted by EP Pooley, LP to the Texas Department of Housing and Community Affairs (TDHCA) for the rehabilitation of 123 affordable rental housing units at 201 Cortez Drive, El Paso, Texas 79905 (aka Cielo Tower). **21-913**

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

17. That the Mayor of the City of El Paso, Texas be authorized to sign a resolution acknowledging that the census tract within which the 2021 4% Non-Competitive, Low Income Housing Tax Credit (LIHTC) application submitted by EP Pooley, LP to the Texas Department of Housing and Community Affairs (TDHCA) for the rehabilitation of 123 affordable rental housing units at 201 Cortez Drive, El Paso, Texas 79905 (aka Cielo Tower) contains more than 20% Housing Tax Credit units per total household; and further affirming that the proposed development is consistent with the City of El Paso's obligation to affirmatively further fair housing. **21-919**

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

CONSENT AGENDA - SPECIAL APPOINTMENTS:

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

18. A Resolution regarding the re-appointment of four on-call, part-time Associate Municipal Court Judges, pursuant to City Code 2.44: Victor Parra, Jorge Rivas, Cori Harbour-Valdez, and Marina Soto-Chavez. **21-904**

All Districts
Municipal Courts, Annabelle Casas, (915) 212-5205
Municipal Courts, Lilia Worrell, (915) 212-5822

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

19. Ratify the re-appointment of Gary Borsch to the Fire and Police Pension Fund Board of Trustees by City Manager Tommy Gonzalez. **21-894**

City Manager's Office, Tommy Gonzalez, (915) 212-1061

CONSENT AGENDA - BOARD RE-APPOINTMENTS:

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

20. Gloria Viramontes to the Uptown Parking Benefit District Advisory Committee by Mayor Oscar Leeser. **21-951**

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

21. Cynthia Piña to the Uptown Parking Benefit District Advisory Committee by Mayor Oscar Leeser. **21-954**

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

Goal 3: Promote the Visual Image of El Paso

22. Alyssa Cervantes Benavides to the Open Space Advisory Board by Representative Cassandra Hernandez, District 3. **21-952**

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

CONSENT AGENDA - BOARD APPOINTMENTS:

Goal 3: Promote the Visual Image of El Paso

23. Christopher Villa to the Districting Commission by Representative Peter Svarzbein, District 1. **21-893**

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

24. Martin W. Bartlett to the Districting Commission by Representative Alexsandra Annello, District 2. **21-901**

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

25. Bob Burns to the Districting Commission by Mayor Oscar Leeser. **21-949**

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

26. Isabel Carrillo to the Districting Commission by Representative Cassandra Hernandez, District 3. **21-953**

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

27. Michiel R. Noe to the Districting Commission by Representative Isabel Salcido, District 5. **21-957**

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

28. Joshua Fematt to the Districting Commission by Representative Claudia L. Rodriguez, District 6. **21-959**

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

Goal 8: Nurture and Promote a Healthy, Sustainable Community

29. Michael Devine to the Community Development Steering Committee by Representative Joe Molinar, District 4. **21-955**

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

CONSENT AGENDA - NOTICE FOR NOTATION:

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

30. For Notation Purposes: Accept the donation of $2000.00 from Quintin Demps to cover costs related to the Paint to Heal event to be hosted by Representative Isabel Salcido to promote community healing from the mass shooting on August 3, 2019 and from the loss of life during the COVID-19 pandemic. **21-948**

District 5
Members of the City Council, Representative Isabel Salcido, (915) 212-0005

CONSENT AGENDA - NOTICE OF CAMPAIGN CONTRIBUTIONS:

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

31. For notation pursuant to Section 2.92.110 of the City Code, receipt of campaign contribution of five hundred dollars or greater by Representative Cissy Lizarraga in the amount of $1,000.00 from Steve Ortega. **21-956**

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

REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL

32. Discussion and action to direct the City Attorney to present and discuss the Firearm Carry Act of 2021 - House Bill No. 1927. **21-958**

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

CALL TO THE PUBLIC – PUBLIC COMMENT:

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

Members of the public may communicate with Council during public comment, and regarding agenda items by calling 1-915-213-4096 or toll free number 1-833-664-9267 at the prompt please enter the following Conference ID: 624-800-260#

A sign-up form is available on line for those who wish to sign up in advance of the meeting at: http://legacy.elpasotexas.gov/muni_clerk/signup_form.asp

REGULAR AGENDA - FIRST READING OF ORDINANCES:

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

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

Public Hearings will be held as part of the regular City Council meeting that begins at approximately 9:00 a.m. All interested persons present shall have an opportunity to be heard at that time. After the public hearings, Council may also delay taking action on Ordinances; no requirement is made by Section 3.9B of the El Paso City Charter to publish any further notice. Copies of all Ordinances are available for review in the City Clerk's office, 300 N. Campbell, Monday through Friday, 8:00 a.m. to 5:00 p.m.

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

33. An Ordinance Amending Title 10.12.020 - Firearms - Carrying Prohibited. **21-946**

Texas House Bill 1927 authorizes most Texans over the age of 21 to carry a firearm in a concealed manner or openly in a holster and also modifies the ability of municipalities to restrict firearms in certain areas. City Council wishes to modify Chapter 10.12 Offenses against Public Peace, Section 10.12.020 - Firearms-Carrying prohibited to align with Texas House Bill 1927.

All Districts
Police, Assistance Chief Zina Silva, (915) 212-4306

PUBLIC HEARING WILL BE HELD ON AUGUST 31, 2021

Goal 3: Promote the Visual Image of El Paso

34. An Ordinance changing the zoning for the property described as Tract 6A and Tract 6E, Block 16, Ysleta Grant, City of El Paso, El Paso County, Texas from **21-889**

R-F (Ranch-Farm) to R-3 (Residential). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: North of Yarbrough Dr. and East of Hampton Rd.
Applicant: Daniel Barragan-Arzola and Ruby Barragan; PZRZ21-00012

District 7
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Adriana Martinez, (915) 212-1611

PUBLIC HEARING WILL BE HELD ON SEPTEMBER 14, 2021

35. An Ordinance approving a Special Permit for a 29% parking reduction for the property described as Parcel 1: Lot 1, Block 1, J.C. Machuca Addition, Parcel 2: All of Tract 1, a portion of Tract 2, and a portion of an abandoned El Paso Natural Gas Co. Right-of-Way, Sunland Commercial District, an addition to the City of El Paso, El Paso County, Texas. The penalty is as provided for in Chapter 20.24 of the El Paso City Code. **21-900**

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

Subject Property: 1019 and 1039 JC Machuca Rd.
Applicant: Housing Authority of the City of El Paso, PZST21-00009

District 8
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Adriana Martinez, (915) 212-1611

PUBLIC HEARING WILL BE HELD ON SEPTEMBER 14, 2021

36. An Ordinance granting Special Permit No. PZST21-00005 to allow for a professional office on the property described as Lot 7, Block 111C, Vista Del Sol Unit 20 Replat "B", City of El Paso, El Paso County, Texas, pursuant to Section 20.04.320 of the El Paso City Code. The penalty as provided in Chapter 20.24 of the El Paso City Code. **21-907**

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

Subject Property: 11061 Vista Del Sol Drive
Applicant: Samuel Zermeno PZST21-00005

District 7
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, David Samaniego, (915) 212-1608

PUBLIC HEARING WILL BE HELD ON SEPTEMBER 14, 2021

37. An Ordinance changing the zoning of a portion of F. Neve Survey No. 8, 4625 Delta Drive, City of El Paso, El Paso County, Texas, from R-5/sp (Residential/special permit) to C-2/sp/c (Commercial/special permit/conditions) and imposing conditions. The Penalty is as provided for in Chapter 20.24 of the El Paso City Code. **21-916**

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

Subject Property: 4625 Delta Drive
Applicants: The Upright Group LLC
PZRZ20-00013

District 8
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Andrew Salloum, (915) 212-1603

PUBLIC HEARING WILL BE HELD ON SEPTEMBER 14, 2021

38. An Ordinance granting Special Permit No. PZST21-00011, to allow for a small contractor's yard on the property described as a portion of F. Neve Survey No. 8, 4625 Delta Drive, City of El Paso, El Paso County, Texas, pursuant to Section 20.04.320 of the El Paso City Code. The penalty being as provided in Chapter 20.24 of the El Paso City Code. **21-923**

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

Subject Property: 4625 Delta Drive
Applicant: Erik Tijerina
PZST21-00011

District 8
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Andrew Salloum, (915) 212-1603

PUBLIC HEARING WILL BE HELD ON SEPTEMBER 14, 2021

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

39. An Ordinance Amending Title 13 (Streets, Sidewalks & Public Places), Chapter 13.24 (City Parks and Recreation Areas), 13.24.070 (Dangerous Amusements), to allow a person to carry a handgun who is not otherwise prohibited by law from carrying a handgun. **21-920**

All Districts
Parks and Recreation, Ben Fyffe, (915) 212-1766

PUBLIC HEARING WILL BE HELD ON AUGUST 31, 2021

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

Goal 3: Promote the Visual Image of El Paso

40. An Ordinance changing the zoning of a Tract of land situated in the Ysleta Town Tract Survey, Abstract No. 214, City of El Paso, El Paso, County, Texas; said Tract being part of Lots 1 & 2, Block 2, A & M Addition, an addition to the City of El Paso according to the plat recorded in Volume 45, Page 10 of the Official Public Records of El Paso County, Texas; said Tract being part of that Tract of land described in Assumption Special Warranty Deed to Ben L. Ivey, LTD. recorded in Instrument No. 20020012761 of said Official Public Records; said Tract also being all of that Tract of land described in Assumption Special Warranty Deed to Ben L. Ivey, LTD. recorded in Instrument No. 20020012760 of said Official Public Records; said Tract also being part of Parcel 1 and all of Parcel 2 described in Deed of Trust recorded in Instrument No. 20190062708 of said Official Public Records, City of El Paso, El Paso County, Texas from A-2/sc (Apartment/special contract) to C-4/sc (Commercial/special contract) and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code. The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with *Plan El Paso*, the City's Comprehensive Plan. Subject Property: 9641 North Loop Drive and 215 Sofia Place Applicant: Kimely-Horn and Associates, Inc. PZRZ21-00005 [POSTPONED FROM 08-03-2021] **21-712**

District 6
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Raul Garcia, (915) 212-1643

41. An Ordinance changing the zoning of Tract 19B, Block 2, Ysleta Grant El Paso, City of El Paso, El Paso County, Texas (Ysleta Grant Map, Block 2, December 1929) from R-F (Ranch-Farm) to C-4/c (Commercial/condition) and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code. **21-724**

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

Subject Property: 551 Inglewood Drive Applicant: Inglewood Properties, LLC PZRZ21-00006 [POSTPONED FROM 08-03-2021]

District 6
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Raul Garcia, (915) 212-1643

42. An Ordinance amending the Future Land Use Map (FLUM) contained in "Plan El Paso" for a Tract of land situated in the Ysleta Town Tract Survey, Abstract No. 214, City of El Paso, El Paso, County, Texas; said Tract being part of Lots 1 & 2, Block 2, A & M Addition, an addition to the City of El Paso according to the plat recorded in Volume 45, Page 10 of the Official Public Records of El **21-731**

Paso County, Texas; said Tract being part of that Tract of land described in Assumption Special Warranty Deed to Ben L. Ivey, LTD. recorded in Instrument No. 20020012761 of said Official Public Records; said Tract also being all of that Tract of land described in Assumption Special Warranty Deed to Ben L. Ivey, LTD. recorded in Instrument No. 20020012760 of said Official Public Records; said Tract also being part of Parcel 1 and all of Parcel 2 described in Deed Of Trust recorded in Instrument No. 20190062708 of said Official Public Records, City of El Paso, El Paso County, Texas, from O-3, Agriculture to G-7, Industrial. Subject Property: 9641 North Loop Dr. and 215 Sofia Pl. Applicant: Kimley-Horn and Associates, Inc. PLCP21-00001 [POSTPONED FROM 08-03-2021]

District 6
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Karina Brasgalla, (915) 212-1604

43. An Ordinance amending the Future Land Use Map (FLUM) contained in "Plan El Paso" for the properties legally described as all of Tract 19B, Block 2, Ysleta Grant, City of El Paso, El Paso County, Texas, from O-3, Agriculture to G-7, Industrial. Subject Property: 551 Inglewood Dr. Applicant: Inglewood Properties, LLC PLCP21-00002 [POSTPONED FROM 08-03-2021] **21-732**

District 6
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Karina Brasgalla, (915) 212-1604

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

44. Public Hearing on the Proposed Budget, as amended, for the City of El Paso, filed by the City Manager with the City Clerk on July 15, 2021, which begins on September 1, 2021 and ends on August 31, 2022. **21-942**

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

REGULAR AGENDA - OTHER BUSINESS:

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

45. Discussion and action on the Resolution that the City reviewed and approves the issuance of the Unlimited Tax Bonds, Series 2021 by Paseo Del Este Municipal Utility District No. 6 with the acknowledgement that the issuance of such bonds does not constitute debt issuance by the City of El Paso. **21-890**

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

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

46. Discussion and action that the City Manager be authorized to sign a two year On-Call Agreement for Professional Services to perform mechanical & electrical services on a task order basis by and between the City of El Paso and each of the following three (3) consultants: **21-930**

1. BATH Group, Inc.
2. EMA Engineering & Consulting
3. Parkhill, Inc.

Each On-Call Agreement will be for an amount not to exceed Four Hundred Thousand and No/00 Dollars ($400,000.00), and each agreement will include authorization for the City Engineer to approve additional Basic Services and Reimbursables for an amount not to exceed Fifty Thousand and No/100 Dollars ($50,000.00) and authorization for the City Engineer to approve Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars ($50,000.00) if the identified services are necessary for proper execution of identified project and if the increased amounts are within the appropriate budget identified for a project. In addition, the City Manager, or designee, is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of each On-Call Agreement.

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

47. Discussion and action that the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and **MIJARES MORA ARCHITECTS INCORPORATED, a Texas corporation**, for a project known as **"EL PASO FIRE DEPARTMENT SPECIAL OPERATIONS DIVISION STATION"** for an amount not to exceed **ONE MILLION SEVENTEEN THOUSAND FOUR HUNDRED EIGHTY-TWO AND 00/100 DOLLARS ($1,017,482.00)**; that the City Engineer is authorized to approve and sign contract amendments for additional Basic Services and Reimbursables for an amount not to exceed Fifty Thousand and No/100 Dollars ($50,000.00) and to approve and sign contract amendments for Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars ($50,000.00) if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of ONE MILLION ONE HUNDRED SEVENTEEN THOUSAND FOUR HUNDRED EIGHTY-TWO AND 00/100 DOLLARS ($1,117,482.00); and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement. **21-926**

District 8
Capital Improvement Department, Sam Rodriguez, (915) 212-1808

48. Discussion and action that the City Manager be authorized to sign a two year On-Call Agreement for Professional Services to perform construction management services on a task order basis by and between the City of El Paso and each of the following six (6) consultants: **21-928**

1. Broaddus & Associates, Inc.
2. CONSOR Engineering, LLC.
3. ECM International, Inc.
4. ESSCO International, Inc.
5. Moreno Cardenas, Inc.
6. Parkhill, Inc.

Each On-Call Agreement will be for an amount not to exceed Nine Hundred Thousand and No/100 Dollars ($900,000.00), and each agreement will include authorization for the City Engineer to approve additional Basic Services and Reimburseables for an amount not to exceed Fifty Thousand and No/100 Dollars ($50,000.00) and authorization for the City Engineer to approve Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars ($50,000.00) if the identified services are necessary for proper execution of identified project and if the increased amounts are within the appropriate budget identified for a project. In addition, the City Manager, or designee are authorized to establish the funding sources and make necessary budget transfers and execute any and all documents necessary for execution of each On-Call Agreement.

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

EXECUTIVE SESSION

TEMPORARY SUSPENSION OF OPEN MEETINGS LAWS DUE TO EMERGENCY

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

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

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

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

Section 551.071	CONSULTATION WITH ATTORNEY
Section 551.072	DELIBERATION REGARDING REAL PROPERTY
Section 551.073	DELIBERATION REGARDING PROSPECTIVE GIFTS
Section 551.074	PERSONNEL MATTERS
Section 551.076	DELIBERATION REGARDING SECURITY DEVICES OR SECURITY AUDITS

Section 551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS
Section 551.089 DELIBERATION REGARDING SECURITY DEVICES OR SECURITY AUDITS; CLOSED MEETING

ADJOURN

NOTICE TO THE PUBLIC:

Sign Language interpreters are provided for regular City Council meetings. If you need Spanish Translation Services, you must email CityClerk@elpasotexas.gov at least 48 hours in advance of the meeting.

ALL REGULAR CITY COUNCIL AGENDAS ARE PLACED ON THE INTERNET ON THURSDAY PRIOR TO THE MEETING AT THE ADDRESS BELOW:

http://www.elpasotexas.gov/

File #: 21-950, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

Approval of minutes of the Regular City Council Meeting of August 3, 2021, the Agenda Review of August 2, 2021, the Work Session of August 2, 2021, the Special Meeting of July 27, 2021 and the Special Meeting of March 17, 2020.

OSCAR LEESER
MAYOR

TOMMY GONZALEZ
CITY MANAGER

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

AGENDA REVIEW MINUTES
August 2, 2021
9:00 A.M.

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

. . . . . .

The City Council met via videoconference on the above date. The meeting was called to order at 9:00 a.m. Mayor Oscar Leeser was present and presiding and the following Council Members answered roll call: Alexsandra Annello, Cassandra Hernandez, Joe Molinar, Isabel Salcido, Claudia Rodriguez, Henry Rivera and Cissy Lizarraga. Peter Svarzbein requested to be excused.

The agenda items for the August 3, 2021 Regular City Council and Mass Transit meetings were reviewed.

. . . . . .

24. REGULAR AGENDA – MEMBERS OF THE CITY COUNCIL

Discussion and action regarding a Resolution that the City of El Paso appoint to the Camino Real Regional Mobility Authority Joe D. Wardy for Position 1, whose term will expire on February 1, 2022.

Mayor Leeser commented.

. . . . . .

26. REGULAR AGENDA – MEMBERS OF THE CITY COUNCIL

Discussion and action to direct the City Manager and City Attorney to initiate the process to amend Title 10, Chapter *10.12.050 - Alcohol prohibited in public places* to expand the area specified to include the present boundaries of the Val Verde Neighborhood Association and the Washington-Delta Neighborhood Association; and to prepare an action item for the consideration of the City
Council to effectuate the amendment of *10.12.050,* to be introduced on or before the Regular City Council meeting on August 31, 2021.

Representative Lizarraga commented.

Ms. Karla Nieman, City Attorney, commented.

. . . . . .

38. REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCEZ

An Ordinance approving amendment number twenty to the Project Plan and Reinvestment Zone financing plan for Tax Increment Reinvestment Zone (TIRZ) Number Five, City of El Paso, Texas, to allocate up to One Hundred Thousand dollars of the Tax Increment Reinvestment Zone annual revenue to the Downtown Management District Commercial Façade Improvement Program; adopting said amendments as required by section 311.011(e) Texas Tax Code.

Mayor Leeser and Representative Lizarraga commented.

. . . . . .

Motion made by Representative Hernandez, seconded by Representative Salcido, and unanimously carried to **ADJOURN** this meeting at 9:28 a.m.

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

. . . . . .

APPROVED AS TO CONTENT:

_____

Laura D. Prine, City Clerk

OSCAR LEESER
MAYOR

TOMMY GONZALEZ
CITY MANAGER

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

MINUTES FOR REGULAR COUNCIL MEETING

August 03, 2021
9:30 AM

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

ROLL CALL

The City Council of the City Council met on the above time and date. Meeting was called to order at 9:30 a.m. Mayor Oscar Leeser present and presiding and the following Council Members answered roll call: Peter Svarzbein, Alexsandra Annello, Cassandra Hernandez, Joe Molinar, Isabel Salcido, Claudia Rodriguez, Henry Rivera and Cissy Lizarraga.

INVOCATION BY POLICE, FIRE, AND MINISTRY COORDINATOR FOR THE SHERIFF'S OFFICE, CHAPLAIN SAM FARAONE

PLEDGE OF ALLEGIANCE

Haley Ocheltree

MAYOR'S PROCLAMATIONS

El Paso Strong Day

NOTICE TO THE PUBLIC

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

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

CONSENT AGENDA - APPROVAL OF MINUTES:

……..

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

……

1. *Motion made, seconded, and unanimously carried to **APPROVE** the Minutes of the Regular City Council Meeting of July 20, 2021, the Agenda Review Meeting of July 19, 2021, the Work Session of July 19, 2021, Minutes of the Special Meeting of July 8, 2019, Special Meeting of July 10, 2019 and the Special Joint Meeting of November 13, 2019.

……

CONSENT AGENDA - REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:

……..

2. REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:

NO ACTION was taken on this item

……

CONSENT AGENDA - RESOLUTIONS:

……..

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

……

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

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

That the City Manager is authorized to sign a Southern Industrial Site Lease by and between the City of El Paso ("Lessor") and Franklin Motors, Inc., ("Lessee") regarding the following described property:

> All of Lot 5 and a portion of Lots 1, 2, 3 and 4, Block 11, El Paso International Airport Tracts, City of El Paso, El Paso County, Texas, containing approximately 172,665 square feet, municipally known and numbered as 8601 Lockheed, El Paso, Texas.

……..……..

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

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

That the City Manager, or designee, is authorized to sign a Lessor's Approval of Assignment by and between the City of El Paso, Computer Labs, Inc., and Salvation 47, LLC for the following described property:

> A portion of Lot 4 and a portion of Lot 5, Block 6, Butterfield Trail Industrial Park Unit One, Replat "A", El Paso International Airport City of El Paso, El Paso County, Texas, and commonly known as 3 Butterfield Trail, El Paso, Texas.

……..……..

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

……..……..

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

WHEREAS, on August 20, 2019, the City of El Paso ("City") awarded Contract No. 2019-1319 FirstWatch Annual Support & Maintenance ("Contract") to the following ("Vendor"):

1. FirstWatch Solutions, Inc. dba FirstWatch

WHEREAS, pursuant to the provisions and requirements of the Purchase Order Terms and Conditions (Termination for Convenience) the City is authorized to terminate the Contract for convenience; and

WHEREAS, the City desires to terminate the Contract for convenience.

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

That the Purchasing & Strategic Sourcing Director is authorized to notify Vendor that the City is terminating Contract 2019-1319 FirstWatch Annual Support & Maintenance for convenience, pursuant to the provisions and requirements of the Purchase Order Terms and Conditions, and that the termination shall be effective as of August 3, 2021.

……..

Goal 3: Promote the Visual Image of El Paso

……..

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, GUZMAN, JORGE & TERESA, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

136 Whitney Way, more particularly described as Lot 4, PULLIAM Subdivision, City of El Paso, El Paso County, Texas, PID #P947-999-0010-3100

to be $333.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 12th day of May, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY-THREE AND 50/100 DOLLARS ($333.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ASCENCIO, YESIKA, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

3209 Hickman St., more particularly described as Lots 10 & N 8.63 FT OF 9 (8571.15 SQ FT), Block 114, PEBBLE HILLS #14 Subdivision, City of El Paso, El Paso County, Texas, PID #P654-999-1140-1900

to be $339.78, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 13th day of May, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY-NINE AND 78/100 DOLLARS ($339.78) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, CONTRERAS, MANUEL, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

152 Whitney Way, more particularly described as Lot 7 (EXC SE PT)(14390.46 SQ FT), PULLIAM Subdivision, City of El Paso, El Paso County, Texas, PID #P947-999-0010-6100

to be $344.65, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 13th day of May, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY-FOUR AND 65/100 DOLLARS ($344.65) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, AMEER, JEANETTE W, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary

matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

10536 Goodman St., more particularly described as Lot 10 (6300 SQ FT), Block 10, TEMPLE HILLS Subdivision, City of El Paso, El Paso County, Texas, PID #T116-999-0100-1900

to be $424.21, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 14th day of May, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED TWENTY-FOUR AND 21/100 DOLLARS ($424.21) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ZUNIGA, PEDRO R., referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

130 Radford St, more particularly described as N 62.50 FT OF 10 TO 13 (6250 SQ FT), Block 6, CHULA VISTA Subdivision, City of El Paso, El Paso County, Texas, PID #C489-999-0060-3000

to be $369.01, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 17th day of June, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SIXTY-NINE AND 01/100 DOLLARS ($369.01) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, RAMIREZ, BALTAZAR G & MENA GIOVANNA L G, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

112 Ceres Pl, more particularly described as Lot 53(21050 SQ FT), NORTH VALUMBROSA Subdivision, City of El Paso, El Paso County, Texas, PID #N515-999-0010-5900

to be $471.84, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 30th day of June, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED SEVENTY ONE AND 84/100 DOLLARS ($471.84) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MANRIQUEZ, ELIZABETH, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

187 Rio Rd., more particularly described as Lot 26 (4558 sq ft), Block 1, SALAS Subdivision, City of El Paso, El Paso County, Texas, PID #S048-999-0010-6700

to be $343.03, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 11th day of June, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY-THREE AND 03/100 DOLLARS

($343.03) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MARIN, MARIA E., referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

4114 La Luz Ave, more particularly described as Lots 24 & 25 (7000 SQ FT), Block 47, GOVERNMENT HILL Subdivision, City of El Paso, El Paso County, Texas, PID #G569-999-0470-6400

to be $679.68, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 18th day of June, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SIX HUNDRED SEVENTY NINE AND 68/100 DOLLARS ($679.68) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, LOPEZ, JOVITA M, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

8304 Mount Everest Dr, more particularly described as Lot 20, Block 12, Mountain View Subdivision, City of El Paso, El Paso County, Texas, PID #M851-999-0120-7700

to be $346.27, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 29th day of June, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY SIX AND 27/100 DOLLARS ($346.27) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, TRIEN, JOHN, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services

Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

10910 Duke Snider Cir, more particularly described as Lot 6 (5005.55 SQ FT), Block 12, COOPERSTOWN Subdivision, City of El Paso, El Paso County, Texas, PID #C762-999-0120-0600

to be $346.27, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 24th day of June, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY-SIX AND 27/100 DOLLARS ($346.27) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, JACKSON, BRITANI M., referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

8303 Solar Pl., more particularly described as Lot 235 (9825 SQ FT), Block 14, PARK FOOTHILLS Subdivision, City of El Paso, El Paso County, Texas, PID #P324-999-0140-6100

to be $496.20, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 6th day of July, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED NINETY-SIX AND 20/100 DOLLARS ($496.20) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

WHEREAS, in accordance with Chapter 2.38 of the El Paso City Code, HANDLIN IRVING (LE) & 1, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, after due notice and hearing, the City Council of the City of El Paso ordered the owner of the hereinafter described property to vacate the building, and relocate the tenants on said property and clear the property of all rubbish and debris, and the owner having failed after due notice to comply with such ORDER, the [PLANNING & INSPECTIONS DEPARTMENT], under the Building Official instructions, proceeded to vacate the Building, relocate the tenants, secure and maintain the Building secure until repaired or demolished, and clean the property of all rubbish and debris; and

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

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

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

4640 LA LUZ more particularly described as, 5 HILLSIDE 21 & E 12 FT OF 22 (6760 SQ FT), City of El Paso, El Paso County, Texas, PID # H58999900503600

to be $3,802.41, in accordance with the El Paso City Code Section 2.38.070 and 2.38.080 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 6th day of NOVEMBER, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, declares the above total amount THREE THOUSAND EIGHT HUNDRED TWO AND 41/100 DOLLARS ($3,802.41) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

10716 JADESTONE ST., EL PASO, TX 79924, more particularly described as 6 SHEARMAN #2 Lot 19, City of El Paso, El Paso County, Texas, PID# S36399900603700

to be $4,895.00, in accordance with the El Paso City Code Section 2.38.070 and 2.38.080 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 12th day of DECEMER, 2019, and approves the costs described herein.

2. The City Council, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, declares the above total amount FOUR THOUSAND EIGHT HUNDRED NINETY-FIVE AND 00/100 DOLLARS ($4,895.00) to be a lien on the above described property, said

amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

330 BELVA WAY more particularly described as, 3 LA SIERRA VISTA 1 & W 1/2 OF 2 (25726 SQ FT), City of El Paso, El Paso County, Texas, PID # L07199900300100

to be $4,210.00, in accordance with the El Paso City Code Section 2.38.070 and 2.38.080 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 25th day of JANUARY, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, declares the above total amount FOUR THOUSAND TWO HUNDRED TEN AND 00/100 DOLLARS ($4,210.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

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

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

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

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

607 S FLORENCE ST more particularly described as, 106 CAMPBELL E 65 FT OF N 6.50 FT OF 6 & S 22.50 FT OF 7 (1885.00 SQ FT), City of El Paso, El Paso County, Texas, PID # C05099910602500

to be $2,436.00, in accordance with the El Paso City Code Section 2.38.070 and 2.38.080 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 29th day of JANUARY, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, declares the above total amount TWO THOUSAND FOUR HUNDRED THIRTY SIX AND 00/100 DOLLARS ($2,436.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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

WHEREAS, in accordance with Chapter 2.38 of the El Paso City Code, WTLD'S INVESTMENTS LLC, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, after due notice and hearing, the City Council of the City of El Paso ordered the owner of the hereinafter described property to vacate the building, and relocate the tenants

on said property and clear the property of all rubbish and debris, and the owner having failed after due notice to comply with such ORDER, the [PLANNING & INSPECTIONS DEPARTMENT], under the Building Official instructions, proceeded to vacate the Building, relocate the tenants, secure and maintain the Building secure until repaired or demolished, and clean the property of all rubbish and debris; and

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

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

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

812 MAGOFFIN more particularly described as, 212 CAMPBELL 14 & 15 (6240 SQ FT), City of El Paso, El Paso County, Texas, PID # C05099921206100

to be $2,347.03, in accordance with the El Paso City Code Section 2.38.070 and 2.38.080 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 05 day of FEBRUARY, 2021, and approves the costs described herein.

2. The City Council, in accordance with Chapter 2.38.070 and 2.38.080 of the El Paso City Code, declares the above total amount TWO THOUSAND THREE HUNDRED FORTY SEVEN AND 03/100 DOLLARS ($2,347.03) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

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8. R E S O L U T I O N

WHEREAS, Socorro Independent School District (hereinafter referred to as “Property Owner”), wishes to annex 59.892 acres of real property described in the Annexation Agreement and incorporated for all purposes; and,

WHEREAS, the Property is not within the corporate limits of any municipality but is contiguous to the corporate limits of the City; and

WHEREAS, Property Owner desires that the Property be annexed to the City in order to provide adequate and efficient improvements and facilities; and

WHEREAS, Property Owner has agreed to be responsible for all costs relating to annexation and right-of-way improvements as described herein; and

WHEREAS, Property Owner, after full consideration, accepts the terms and conditions cited in this Agreement due to the advantages and benefits resulting from the annexation and development of the Property; and,

WHEREAS, the City, after due and careful consideration, has concluded that should the City decide to annex the Property the annexation should be under the terms and conditions hereinafter set forth and that such terms and conditions are in the best interest of the City to protect and provide for the public health, safety, morals and general welfare.

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

The City Manager or his Designee is authorized to sign an Annexation Agreement between the City and Socorro Independent School District, for 59.892 acres of real property located East of Joe Battle Blvd. and South of Bob Hope Dr., which will specify the terms and conditions in which the property will be annexed should the City annex the property as well as the services and schedule of service that the City will provide following annexation. Furthermore, that the City Manager or his Designee is authorized to provide any and all notices required under law in order to annex this property.

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9. *Motion made, seconded, and unanimously carried to **DELETE** a Resolution authorizing the City Manager, or designee, to sign a Parking License Agreement between the City of El Paso and the El Paso Chamber of Commerce for the use of 25 parking spaces at Civic Center Parking Garage.

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

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

WHEREAS, on April 3, 2018, the City of El Paso ('"City"') awarded Contract No. 2018-1095 Barricade Rental Services to the following vendor:

1.Contractor's Barricade Service. Inc. dba Apache Barricade & Sign

WHEREAS, pursuant to Part 4, Section 8, Paragraph A of the contract (Termination for Convenience) the City is authorized to terminate the Contract for convenience; and

WHEREAS, the City desires to terminate the Contract for Convenience.

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

That the Purchasing Director is authorized to notify Contractor's Barricade Service. Inc. dba Apache Barricade & Sign that the City is terminating Contract No. 2018-1095 Barricade Rental Service for convenience, pursuant to the provisions and requirements of Part 4, Section 8, Paragraph A of the Contract Clauses, and that the termination shall be effective as of August 11, 2021.

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Goal 8: Nurture and Promote a Healthy, Sustainable Community

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

WHEREAS, the El Paso Housing Finance Corporation (the "Issuer") was duly created and organized pursuant to and in accordance with the provisions of the Texas Housing Finance Corporations Act, Chapter 394, Texas Local Government Code, as amended, for the purpose of providing a means of financing the costs of residential ownership and development that will provide decent, safe, and sanitary housing for persons of low and moderate income at prices they can afford;

WHEREAS, the Issuer has determined to issue its Multifamily Housing Revenue Bonds (Mortgage-Backed Securities Program), Series 2021(the "Bonds") for the purpose of providing additional funding to allow the Housing Authority of the City of El Paso ("HACEP") to utilize the United States Department of Housing and Urban development Rental Assistance Demonstration program to convert the Machuca Apartments Project from HACEP's public housing stock to Section 8 multifamily housing within the City of El Paso;

WHEREAS, the Issuer has conducted and held a public hearing regarding issuance of the Bonds on May 19, 2021, at 2:00 P.M. pursuant to the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended;

WHEREAS, the City of El Paso approves and encourages the Issuer in its efforts to accomplish the issuance of the Bonds and, as part of such transaction, is willing to provide its General Certificate, and for the Mayor of the City to provide his Certificate concerning the conduct of the Public Hearing on May 19, 2021, copies of which are both attached hereto as Exhibits to this Resolution and made a part hereof for all purposes; and

WHEREAS, the City Council of the City of El Paso hereby authorizes the Mayor to execute both the said General Certificate of the City of El Paso and the Mayor's Certificate, and deliver same to the Issuer.

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

1. THAT the Preambles to this Resolution set forth above are incorporated herein and made part of this Resolution.

2. THAT the Mayor of the City of El Paso is hereby authorized to execute a General Certificate of the City of El Paso and the Mayor's Certificate in the form attached as Exhibits to this Resolution** and deliver same to the Issuer to be used in connection with the issuance of its Bonds.

**Exhibits available for review at the City Clerk's Office.

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CONSENT AGENDA – BOARD APPOINTMENTS:

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Goal 3: Promote the Visual Image of El Paso

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12. *Motion made, seconded, and unanimously carried to **APPOINT** Daniel Anchondo to the Districting Commission by Representative Henry Rivera, District 7.

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13. *Motion made, seconded, and unanimously carried to **APPOINT** Cynthia T. Renteria to the Districting Commission by Representative Cissy Lizarraga, District 8.

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Goal 8: Nurture and Promote a Healthy, Sustainable Community

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14. *Motion made, seconded, and unanimously carried to **APPOINT** Alexsandra Annello to the Animal Shelter Advisory Committee by Mayor Oscar Leeser.

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15. *Motion made, seconded, and unanimously carried to **APPOINT** Loretta Hyde to the Animal Shelter Advisory Committee by Mayor Oscar Leeser.

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16. *Motion made, seconded, and unanimously carried to **APPOINT** Melissa Harcrow to the Veterans Affairs Advisory Committee by Representative Cissy Lizarraga, District 8.

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CONSENT AGENDA – APPLICATIONS FOR TAX REFUNDS:

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

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

1. TexTape, Inc., in the amount of $4,086.38, made an overpayment on January 4, 2021 of 2020 taxes.
   (Geo. #R700-999-0010-0100)

2. Circle K Stores, Inc., in the amount of $5,330.15, made an overpayment on January 30, 2021 of 2020 taxes.
   (Geo. #0824-999-0908-0034)

3. The Hillman Group, in the amount of $3,900.94, made an overpayment on November 20, 2020 of 2020 taxes.
   (Geo. #08SS-999-1088-2134)

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

WHEREAS, pursuant to Section 31.11 (c) of the Texas Code an application for a refund must be made within three (3) years after the date of the payment or the taxpayer waives the right to the refund; and

WHEREAS, pursuant to Section 31.11 (c-1) the governing body of the taxing unit may extend the deadline for a single period not to exceed two years on a showing of good cause by the taxpayer; and

WHEREAS, taxpayer, Yolanda Martinez ("Taxpayer") has applied for a refund with the tax assessor for their 2016 property taxes that were overpaid on March 08, 2017 in the amount of $16.61 for all taxing entities; and

WHEREAS, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2016 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City finds that Yolanda Martinez showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2016 taxes and the tax refund in the amount of $16.61 is approved.

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

WHEREAS, pursuant to Section 31.11 (c) of the Texas Code an application for a refund must be made within three (3) years after the date of the payment or the taxpayer waives the right to the refund; and

WHEREAS, pursuant to Section 31.11 (c-1) the governing body of the taxing unit may extend the deadline for a single period not to exceed two years on a showing of good cause by the taxpayer; and

WHEREAS, taxpayer, Lilia J. Hidalgo-Almonte through Lilia J. Hidalgo ("Taxpayer") has applied for a refund with the tax assessor for their 2017 property taxes that were overpaid on January 31, 2018 in the amount of $25.00 for all taxing entities; and

WHEREAS, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2017 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City finds that Lilia J. Hidalgo showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2017 taxes and the tax refund in the amount of $25.00 is approved.

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

WHEREAS, pursuant to Section 31.11 (c) of the Texas Code an application for a refund must be made within three (3) years after the date of the payment or the taxpayer waives the right to the refund; and

WHEREAS, pursuant to Section 31.11 (c-1) the governing body of the taxing unit may extend the deadline for a single period not to exceed two years on a showing of good cause by the taxpayer; and

WHEREAS, taxpayer, Reymundo Gallardo and Irma Y. Pineda ("Taxpayer") has applied for a refund with the tax assessor for their 2017 property taxes that were overpaid on April 30, 2018 in the amount of $75.69 for all taxing entities; and

WHEREAS, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2017 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City finds that Reymundo Gallardo and Irma Y. Pineda showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2017 taxes and the tax refund in the amount of $75.69 is approved.

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

WHEREAS, pursuant to Section 31.11 (c) of the Texas Code an application for a refund must be made within three (3) years after the date of the payment or the taxpayer waives the right to the refund; and

WHEREAS, pursuant to Section 31.11 (c-1) the governing body of the taxing unit may extend the deadline for a single period not to exceed two years on a showing of good cause by the taxpayer; and

WHEREAS, taxpayer, Luis C. Saenz ("Taxpayer") has applied for a refund with the tax assessor for their 2016 property taxes that were overpaid on January 19, 2017 in the amount of $19.81 for all taxing entities; and

WHEREAS, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2016 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City finds that Luis C. Saenz showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2016 taxes and the tax refund in the amount of $19.81 is approved.

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

WHEREAS, pursuant to Section 31.11 (c) of the Texas Code an application for a refund must be made within three (3) years after the date of the payment or the taxpayer waives the right to the refund; and

WHEREAS, pursuant to Section 31.11 (c-1) the governing body of the taxing unit may extend the deadline for a single period not to exceed two years on a showing of good cause by the taxpayer; and

WHEREAS, taxpayer, Younis Revocable Trust ("Taxpayer") has applied for a refund with the tax assessor for their 2017 property taxes that were overpaid on November 20, 2017 in the amount of $20.00 for all taxing entities; and

WHEREAS, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2017 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City finds that Younis Revocable Trust showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2017 taxes and the tax refund in the amount of $20.00 is approved.

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

WHEREAS, pursuant to Section 31.11 (c) of the Texas Code an application for a refund must be made within three (3) years after the date of the payment or the taxpayer waives the right to the refund; and

WHEREAS, pursuant to Section 31.11 (c-1) the governing body of the taxing unit may extend the deadline for a single period not to exceed two years on a showing of good cause by the taxpayer; and

WHEREAS, taxpayer, taxpayer, Leon Insurance ("Taxpayer") has applied for a refund with the tax assessor for their 2016 property taxes that were overpaid on March 7, 2017 in the amount of $22.29 for all taxing entities; and

WHEREAS, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2016 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City finds that Leon Insurance showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2016 taxes and the tax refund in the amount of $22.29 is approved.

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

WHEREAS, pursuant to Section 31.11 (c) of the Texas Code an application for a refund must be made within three (3) years after the date of the payment or the taxpayer waives the right to the refund; and

WHEREAS, pursuant to Section 31.11 (c-1) the governing body of the taxing unit may extend the deadline for a single period not to exceed two years on a showing of good cause by the taxpayer; and

WHEREAS, taxpayer, Leon Insurance ("Taxpayer") has applied for a refund with the tax assessor for their 2017 property taxes that were overpaid on February 28, 2018 in the amount of $29.18 for all taxing entities; and

WHEREAS, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2017 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City finds that Leon Insurance showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2016 taxes and the tax refund in the amount of $29.18 is approved.

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

WHEREAS, pursuant to Section 31.11 (c) of the Texas Code an application for a refund must be made within three (3) years after the date of the payment or the taxpayer waives the right to the refund; and

WHEREAS, pursuant to Section 31.11 (c-1) the governing body of the taxing unit may extend the deadline for a single period not to exceed two years on a showing of good cause by the taxpayer; and

WHEREAS, taxpayer, Sergio Pedraza through Sergio's Auto Center C/O Sergio L. Pedraza ("Taxpayer") has applied for a refund with the tax assessor for their 2017 property taxes that were overpaid on January 30, 2018 in the amount of $58.01 for all taxing entities; and

WHEREAS, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2017 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City finds that Sergio's Auto Center C/O Sergio L. Pedraza showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2017 taxes and the tax refund in the amount of $58.01 is approved.

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

WHEREAS, pursuant to Section 31.11 (c) of the Texas Code an application for a refund must be made within three (3) years after the date of the payment or the taxpayer waives the right to the refund; and

WHEREAS, pursuant to Section 31.11 (c-1) the governing body of the taxing unit may extend the deadline for a single period not to exceed two years on a showing of good cause by the taxpayer; and

WHEREAS, taxpayer, Chaf's Auto Sales Inc. ("Taxpayer") has applied for a refund with the tax assessor for their 2016 property taxes that were overpaid on January 23, 2017 in the amount of $97.87 for all taxing entities; and

WHEREAS, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2016 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City finds that Chafs Auto Sales Inc. showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2016 taxes and the tax refund in the amount of $97.87 is approved.

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

WHEREAS, pursuant to Section 31.11 (c) of the Texas Code an application for a refund must be made within three (3) years after the date of the payment or the taxpayer waives the right to the refund; and

WHEREAS, pursuant to Section 31.11 (c-1) the governing body of the taxing unit may extend the deadline for a single period not to exceed two years on a showing of good cause by the taxpayer; and

WHEREAS, taxpayer, Royal Cup Inc. ("Taxpayer") has applied for a refund with the tax assessor for their 2017 property taxes that were overpaid on April 16, 2018 in the amount of $9.27 for all taxing entities; and

WHEREAS, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2017 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City City finds that Royal Cup Inc. showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2017 taxes and the tax refund in the amount of $9.27 is approved.

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

WHEREAS, pursuant to Section 31.11 (c) of the Texas Code an application for a refund must be made within three (3) years after the date of the payment or the taxpayer waives the right to the refund; and

WHEREAS, pursuant to Section 31.11 (c-1) the governing body of the taxing unit may extend the deadline for a single period not to exceed two years on a showing of good cause by the taxpayer; and

WHEREAS, taxpayer, Lone Star Title Company ("Taxpayer") has applied for a refund with the tax assessor for their 2016 property taxes that were overpaid on July 31, 2017 in the amount of $23.32 for all taxing entities; and

WHEREAS, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2016 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City finds that Lone Star Title Company showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2016 taxes and the tax refund in the amount of $23.32 is approved.

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

WHEREAS, pursuant to Section 31.11 (c) of the Texas Code an application for a refund must be made within three (3) years after the date of the payment or the taxpayer waives the right to the refund; and

WHEREAS, pursuant to Section 31.11 (c-1) the governing body of the taxing unit may extend the deadline for a single period not to exceed two years on a showing of good cause by the taxpayer; and

WHEREAS, taxpayer, Lone Star Title Company through Lone Star Title Company of El Paso ("Taxpayer") has applied for a refund with the tax assessor for their 2016 property taxes that were overpaid on July 31, 2017 in the amount of $93.00 for all taxing entities; and

WHEREAS, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2016 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City finds that Lone Star Title Company of El Paso showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2016 taxes and the tax refund in the amount of $93.00 is approved.

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

WHEREAS, pursuant to Section 31.11 (c) of the Texas Code an application for a refund must be made within three (3) years after the date of the payment or the taxpayer waives the right to the refund; and

WHEREAS, pursuant to Section 31.11 (c-1) the governing body of the taxing unit may extend the deadline for a single period not to exceed two years on a showing of good cause by the taxpayer; and

WHEREAS, taxpayer, PTS Texas Title ("Taxpayer") has applied for a refund with the tax assessor for their 2016 property taxes that were overpaid on December 13, 2016 in the amount of $100.00 for all taxing entities; and

WHEREAS, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2016 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City finds that PTS Texas Title showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2016 taxes and the tax refund in the amount of $100.00 is approved.

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

WHEREAS, pursuant to Section 31.11 (c) of the Texas Code an application for a refund must be made within three (3) years after the date of the payment or the taxpayer waives the right to the refund; and

WHEREAS, pursuant to Section 31.11 (c-1) the governing body of the taxing unit may extend the deadline for a single period not to exceed two years on a showing of good cause by the taxpayer; and

WHEREAS, taxpayer, Lone Star Title through Lone Star Title Company of El Paso Inc.("Taxpayer") has applied for a refund with the tax assessor for their 2016 property taxes that were overpaid on May 01, 2017 in the amount of $193.09 for all taxing entities; and

WHEREAS, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2016 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City finds that Lone Star Title Company of El Paso Inc. showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2016 taxes and the tax refund in the amount of $193.09 is approved.

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

WHEREAS, pursuant to Section 31.11 (c) of the Texas Code an application for a refund must be made within three (3) years after the date of the payment or the taxpayer waives the right to the refund; and

WHEREAS, pursuant to Section 31.11 (c-1) the governing body of the taxing unit may extend the deadline for a single period not to exceed two years on a showing of good cause by the taxpayer; and

WHEREAS, taxpayer, Lone Star Title through Lone Star Title Co. ("Taxpayer") has applied for a refund with the tax assessor for their 2017 property taxes that were overpaid on November 13, 2017 in the amount of $93.88 for all taxing entities; and

WHEREAS, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2017 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City finds that Lone Star Title Co. showed a good cause to extend the deadline to apply for a refund of the overpayment of the 20 l taxes and the tax refund in the amount of $93.88 is approved.

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

WHEREAS, pursuant to Section 31.11 (c) of the Texas Code an application for a refund must be made within three (3) years after the date of the payment or the taxpayer waives the right to the refund; and

WHEREAS, pursuant to Section 31.11 (c-1) the governing body of the taxing unit may extend the deadline for a single period not to exceed two years on a showing of good cause by the taxpayer; and

WHEREAS, taxpayer, Lone Star Title through Lone Star Title Co. ("Taxpayer") has applied for a refund with the tax assessor for their 2017 property taxes that were overpaid on February 28, 2018 in the amount of$98.09 for all taxing entities; and

WHEREAS, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2017 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City finds that Lone Star Title Co. showed a good cause to extend the deadline to apply for a refund of the overpayment of the 201 taxes and the tax refund in the amount of $98.09 is approved.

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CONSENT AGENDA – NOTICE OF CAMPAIGN CONTRIBUTIONS:

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

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19. *Motion made, seconded, and unanimously carried to **ACCEPT** the notation pursuant to Section 2.92.110 of the City Code, receipt of campaign contributions by Representative Isabel Salcido in the amount of $1,000.00 from Joseph Moody Campaign.

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CONSENT AGENDA – REQUESTS TO ISSUE PURCHASE ORDERS:

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Goal 8: Nurture and Promote a Healthy, Sustainable Community

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20. *Motion made, seconded, and unanimously carried to **AUTHORIZE** the Director of the Purchasing & Strategic Sourcing Department to issue a Purchase Order to Advanced Business Software, LLC for the Health Information Management Software for Health Department. This software captures and maintains patient information and treatment for programs such as prevention, intervention, and mobilization services. The purchase order is for an amount not to exceed $60,000.00.

Contract Variance: There is no variance.

Department:	Public Health
Award to:	Advanced Business Software, LLC Lakeside, CA
Total Estimated Amount:	$60,000.00
Account No.:	522020-341-1000-41170
Funding Source:	General Funds
District(s):	All
Reference No.:	2021-1443

This is a purchase pursuant to the Public Health and Safety Exemption, 252.022 (a) (2) of the Texas Local Government Code, services contract.

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

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CONSENT AGENDA – BIDS:

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

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21. *Motion made, seconded, and unanimously carried to **AWARD** Solicitation 2021-1261 Pueblo Viejo Park Improvements to MARTINEZ BROS. CONTRACTORS, LLC for an estimated award of $395,296.00. This project consists of various park improvements such as playgrounds, play courts, landscaping, shaded canopies, gathering areas, and walking trails are provided throughout the linear park. Additionally, the City will improve the access into the playground by complying with the Texas Department of Licensing and Regulation (TDLR) requirements.

Department:	Capital Improvement
Award to:	MARTINEZ BROS. CONTRACTORS, LLC El Paso, TX
Item(s):	Base Bid I & Additive Alternate I
Initial Term:	180 Consecutive Calendar Days

Base Bid I:	$374,970.50
Additive Alternate I:	$ 20,325.50
Total Estimated Award:	$395,296.00
Funding Source:	Community Development Block Grant
Account:	471-2400-71240-580270-G7146CD63
District(s):	6

This is a Low Bid procurement, unit price contract.

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

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

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

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

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22. *Motion made, seconded, and unanimously carried to **AWARD** Solicitation 2021-1262 Chuck Heinrich & Mary Frances Keisling Trailhead Improvements to TAO INDUSTRIES INC., dba HAWK Construction for an estimated award of $306,397.69. The proposed project supports citizens' quality of life with amenities for outdoor recreation. The trailhead improvements at Chuck Heinrich & Mary Frances Keisling trailheads will consist of additional parking spaces, picnic table, information kiosk, drinking fountain, pet waste station, bike repair station, trees and irrigation.

Department:	Capital Improvement
Award to:	TAO INDUSTRIES INC., dba HAWK Construction El Paso, TX
Items:	Base Bid I, Base Bid II and Additive Alternate I
Initial Term:	135 Consecutive Calendar Days
Base Bid I:	$131,137.05
Base Bid II:	$153,732.59
Additive Alternate I:	$ 21,528.05
Total Estimated Award:	$306,397.69
Funding Source:	2012 Quality of Life Bond
Account:	190-4800-29010-580270-PCP13PRKE02
Districts:	1 and 4

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to TAO INDUSTRIES INC., dba HAWK Construction the lowest responsive and responsible bidder.

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

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

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

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23. *Motion made, seconded, and unanimously carried to **AWARD** Solicitation No. 2021-1247 Animal Food Produce to Olus Distributing for an initial term of three (3) years for an estimated amount of $251,365.50. The award includes a two (2) year option for an estimated amount of $167,577.00. The total value of the contract is, including the initial term plus the option for a total of five (5) years, an estimated award amount of $418,942.50. This contract will provide food produce, needed for the zoo's animals.

Contract Variance:

The difference in price, based on comparison to the previous contract is as follows: An increase of $5,131.25 for the initial term, which represents a 6.52% increase due to prices increasing.

Department:	Zoo
Award to:	Olus Distributing El Paso, TX
Items:	All
Initial Term:	3 Years
Option to Extend:	2 Years
Annual Estimated Award:	$ 83,788.50
Initial Term Estimated Award:	$251,365.50 (3 Years)
Total Estimated Award:	$418,942.50 (5 Years)
Account No.:	452 - 3400- 52140 - 531100 - P5241
Funding Source:	Zoo Operations Fund
Districts:	All

This is a Low bid, unit price contract.

The Purchasing & Strategic Sourcing and Zoo Departments recommend award as indicated to Olus Distributing the lowest, responsive and responsible bidder. In

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

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REGULAR AGENDA – MEMBERS OF THE CITY COUNCIL

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

WHEREAS, in accordance with Section 370.251 of the Texas Transportation Code and the City of El Paso's Petition and Request for Authorization to Form the Camino Real Regional Mobility Authority, as approved by the Texas Transportation Commission, the terms for three (3) Camino Real Regional Mobility Authority (CRRMA) Board positions expire on February 1st of each year;

WHEREAS, in the event of a vacancy, reappointment, or replacement, Board member nominations shall be solicited by the Mayor from City Council by written notice for a period of not less than two (2) weeks, and upon completion of this two week period, the Mayor shall review all received recommendations and those identified by the Mayor as well;

WHEREAS, the Mayor shall then make one (1) nomination for each position via presentation to the City Council at a City Council meeting and Council shall appoint a member for each open position by majority vote evidenced by City Council Resolution; and

WHEREAS, the member for Position 1 has resigned, and

WHEREAS, on June 29, 2021, the Mayor notified City Council in writing of the intent to appoint a Board member to fill in the vacancy for Position 1 and also provided an opportunity for Council members to provide recommendations for nominations by July 13, 2021;

WHEREAS, recommendations were received from Council;

WHEREAS, the Mayor now nominates a candidate for appointment for CRRMA Board Position 1 in accordance with the appointment process outlined herein and presents the nominations at a City Council meeting on August 3, 2021; and

WHEREAS, the City now desires to make an appointment for CRRMA Board Positon 1 in accordance with the appointment process outlined herein.

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

That the City of El Paso hereby appoints to the Camino Real Regional Mobility Authority Joe Wardy for Position 1 which shall take effect August 3, 2021 and expire on February 1, 2022.

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

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

NAYS: None

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

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

WHEREAS, in the immortal words of the late Congressman John Lewis, there are times when we must get in good trouble, necessary trouble, and help redeem the soul of America; and

WHEREAS, we stand today on the shoulders of giants who have fought in hallowed halls of legislative chambers across our nation for free and fair access to the ballot box; for a voice in the electoral process we call our American democracy; and

WHEREAS, continuing the work of these civil rights heroes is not about left or right, but about what is right and wrong; and

WHEREAS, the foundational importance of the right to vote in free and fair elections justifies and requires vigilant protection and active encouragement at every level of government, necessitating the implementation of new action to eliminate barriers that intentionally abridge the franchise; and

WHEREAS, El Paso voters again find themselves on the brink of further disenfranchisement as Texas House Bill 3 and Texas Senate Bill 1 have been introduced during the first 2021 Special Legislative Session; and

WHEREAS, these bills would make it harder for El Paso communities – and especially communities of color – to vote through:

- Banning 24-hour voting;
- Banning drive-through voting;
- Prohibiting state election officials from proactively disseminating absentee ballots;
- Adding new identification requirements for voting-by-mail;
- Limiting third-party ballot collection;
- Expanding the authority and autonomy of partisan poll watchers; and
- Requiring monthly reviews of the state's voter rolls to identify noncitizens; and

WHEREAS, if passed, House Bill 3 and Senate Bill 1 would exacerbate already low voter turnout rates in Texas which is ranked 50th in the nation by the Election Law Journal for ease of voting; and

WHEREAS, citizens of El Paso support measures to address this undemocratic reality, as evidenced by approved revisions to the City Charter in 2013 to hold municipal elections in November rather than in May; in subsequent elections, voter turnout in El Paso municipal elections increased by as much as 600 percent; and

WHEREAS, this resolution furthers the goals set out in the City of El Paso Strategic Plan as the successful completion of municipal elections is a key accomplishment and metric for Strategic Goal 6 "Set the Standard for Sound Governance and Fiscal Management;" and

WHEREAS, the legislation currently being considered by the Texas legislature – introduced under the guise of election integrity – would be a solution in search of a problem, as evidenced by the Texas Secretary of State office's assertion that the 2020 election was "smooth and secure," and the consistent lack of widespread voter fraud throughout Texas; and

WHEREAS, conversely, House Bill 3 and Senate Bill 1 are responses to historic voter participation in Texas during the 2020 election resulting from jurisdictions increasing access to the ballot box through ensuring voters felt safe (i.e., creating mobile or temporary voting locations, expanding provisions that allow curbside voting, and extending early voting); and

WHEREAS, proponents of this legislation seek to build on recent Supreme Court precedent eviscerating voting protections once provided by the Voting Rights Act of 1965 and on anti-voter Texas laws which have been ruled unconstitutional by lower courts and placed within the context of the state's long history of voter suppression that has disproportionately disenfranchised Texans of color; and

WHEREAS, on July 12, 2021, members of the Texas House of Representatives broke quorum for the second time in as many months, preventing further consideration of House Bill 3 and adoption of Senate Bill 1; and

WHEREAS, the City of El Paso committed to support state legislation that improves the quality of life for its residents and provide enhanced customer service to residents; and

WHEREAS, House Bill 3 and Senate Bill 1 would silence many in El Paso, thus disallowing community input needed to equitably address today's challenges; and

WHEREAS, these anti-democratic bills are antithetical to the values that define the City of El Paso; and

WHEREAS, Congressman Lewis once proclaimed, "When you see something that is not right, not fair, not just, you have to speak up. You have to say something; you have to do something;"

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

That the City of El Paso recognizes that our communities thrive when all voices are heard in our democratic processes and reaffirms support for state and federal legislation that promotes and protects voting rights and access to voting, as well as greater inclusion and civic empowerment; and

That the City of El Paso urges members of the Texas Legislature to withdraw House Bill 3 and Senate Bill 1 and instead take proactive measures to protect voting rights and promote access to voting; and

That the City Clerk's office will make this resolution available to the Governor, Lt. Governor, Speaker of the House, the El Paso state and federal delegations, sister City Councils, and to the President of the United States, and that the Mayor's office will email or

mail a copy of such resolution to the official email address/mailing address of these individuals.

Representatives Annello, Salcido, Rodriguez, and Rivera commented.

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

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

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26. Discussion and action to direct the City Manager and City Attorney to initiate the process to amend Title 10, Chapter *10.12.050 - Alcohol prohibited in public places* to expand the area specified to include the present boundaries of the Val Verde Neighborhood Association and the Washington-Delta Neighborhood Association; and to prepare an action item for the consideration of the City Council to effectuate the amendment of *10.12.050,* to be introduced on or before the Regular City Council meeting on August 31, 2021.

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Annello, and carried to **DIRECT** City staff to return to City Council with policy recommendations to include the introduction of new ordinances or ordinance revisions relating towards alcohol consumption, alcohol permits, and alcohol usage within the City limits of El Paso, Texas.

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

The following City Staff commented:

1. Ms. Karla Nieman, City Attorney
2. Ms. Dionne Mack, Deputy City Manager
3. Mr. Tommy Gonzalez, City Manager
4. Police Assistant Chief Victor Zarur

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

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The City Council Meeting was **RECESSED** at 10:44 a.m. in order to convene the Mass Transit Board Meeting.

The City Council Meeting was **RECONVENED** at 10:57 a.m.

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REGULAR AGENDA – OPERATIONAL FOCUS UPDATE

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

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27. Comprehensive update of the Public Safety Bond Program.

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

Representatives Svarzbein, Hernandez, Molinar, Salcido and Rodriguez commented.

The following City Staff commented:

1. Mr. Tommy Gonzalez, City Manager
2. Mr. Sam Rodriguez, Chief Operations and Transportation Officer

NO ACTION was taken on this item

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CALL TO THE PUBLIC – PUBLIC COMMENT

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The following members of the public commented:

1. Ms. Barbara Valencia
2. Mr. Ron Comeau
3. Mr. Luiz Ruiz
4. Mr. Michael Castro

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REGULAR AGENDA - FIRST READING OF ORDINANCES

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

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

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Goal 3: Promote the Visual Image of El Paso

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28. An Ordinance changing the zoning of a 0.376-acre portion of Tract 1B, Nellie D. Mundy Survey 242 and Tract 2E4, Nellie D. Mundy Survey 243, City of El Paso, El Paso County, Texas from C-4/c (Commercial/conditions) to R-3A/c (Residential/conditions). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.
The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.
Subject Property: East of Resler Dr. and South of Woodrow Bean Transmountain Rd.
Applicant: CSA Design Group, Inc. c/o Adrian Holguin-Ontiveros, PZRZ21-00015

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PUBLIC HEARING FOR THIS ITEM WILL BE HELD ON AUGUST 31, 2021

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REGULAR AGENDA –OTHER BIDS, CONTRACTS, PROCUREMENTS:

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

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29. Motion made by Alternate Mayor Pro Tempore Lizarraga, seconded by Representative Salcido, and unanimously carried to **AUTHORIZE** the City Manager to sign Agreement between the City of El Paso and The Revenue Markets, Inc dba TRMI Systems Integration,

the sole source provider for the Toll System maintenance and replacement parts, with the stipulation that the vendor provides an updated sole source letter and affidavit each year.

Contract Variance:

The difference in price, based on comparison to the previous contract is as follows: An increase of $39,784.59 for the initial term, which represents a 12.17% increase due to additional services provided and price increases.

Department:	International Bridges
Award to:	The Revenue Markets, Inc. dba TRMI Systems Integration Accord, NY
Item(s):	All
Initial Term:	3 Years
Annual Estimated Award:	$122,193.20
Total Estimated Award:	$366,579.63 (3 years)
Funding Source:	Operational Fund
Account No.:	522290 - 564 - 3300 - 64830
District(s):	6 and 8
Reference No.:	2021-1114

This is a Sole Source, maintenance and service contract.

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

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

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30. Motion made by Representative Rivera, seconded by Representative Molinar, and unanimously carried to **AUTHORIZE** the City Manager to sign Agreement between the City of El Paso and Teleflex, LLC the sole source provider for the Arrow EZ-IO System, with the stipulation that the vendor provides an updated sole source letter and affidavit each year. The system will provide intraosseous access system components (Arrow EZ-IO), including drivers, needles, cases and any related accessories.

Contract Variance:

There is no contract variance.

Department:	Fire Department
Award to:	Teleflex, LLC Wayne, PA
Item(s):	All
Term:	3 Years
Annual Estimated Award:	$ 60,000.00
Total Estimated Amount	$180,000.00 (3 years)
Account No.:	322 - 22090 - 1000 - 531120 - P2217
Funding Source:	General Fund
District(s):	All

Reference No.: 2021-1189

This is a Sole Source, service and maintenance contract.

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

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31. Motion made Representative Rivera, seconded by Representative Molinar, and unanimously carried to **AUTHORIZE** the Director of the Purchasing & Strategic Sourcing Department to issue a purchase order to Crime Gun Intelligence Technologies, LLC, the sole source for FireFLY-LE2 Sensors, for a one-time purchase totaling $62,999.98. The award of the contract for the gunshot detection system is an asset to the El Paso Police Department as it provides real time information, which will assist the department in better addressing crime.

Contract Variance:

No contract variance.

Department: Police Department
Award to: Crime Gun Intelligence Technologies, LLC
Tupelo, MS
Total Estimated Award: $ 62,999.98
Account No.: 321-2680-21210-580070-P2104-GT2121SNP321-1000-21110-522150
Funding Source: Safe Neighborhoods Program General Funds
Districts: All
Reference No.: 2021-1284

This is a sole source, one-time purchase contract.

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

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32. Motion made by Representative Rivera, seconded by Representative Molinar, and unanimously carried to **AUTHORIZE** the City Manager to sign Service Agreements between the City of El Paso and Vigilant Solutions, LLC. the sole source provider of License Plate Recognition (LPR) data totaling an estimated amount of $169,545.00 with the stipulation that the vendor provides an updated sole source letter and affidavit each year. The award of this contract will allow the Police Department to continue to have access to license plates data.

Contract Variance:

N/A

Department: Police
Award to: Vigilant Solutions, LLC

	Livermore, CA
Initial Term:	3 years
Total Estimated Award:	$169,545.00 (3 years)
Account No.:	321-21190-522150-1000-321-21230-522250-2710-P2104-GT2120FUS FUSION 321-21210-522150-2680-P2104-GS2121MVC MVCPA
Funding Source:	General Funds, Fusion Fund and Auto theft Grant
Districts(s):	All
Sole Source No.:	2021-0918

This is a sole source, service contract.

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

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

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33. Motion made by Alternate Mayor Pro Tempore Lizarraga, seconded by Representative Salcido, and unanimously carried to **AWARD** of Solicitation 2021-1202 Animal Holding Facility II to PRIDE GENERAL CONTRACTORS, LLC for an estimated award of $1,113,617.89. The proposed project supports a new animal holding facility at the El Paso Zoo. Scope of work to include select site demolition, earthwork, Underground utilities, structural concrete, CMU walls, chain-link enclosures, mechanical/electrical/plumbing work, landscaping, and roofing system.

Department:	Capital Improvement
Award to:	PRIDE GENERAL CONTRACTORS, LLC El Paso, TX
Item:	Base Bid I
Initial Term:	210 Consecutive Calendar Days
Base Bid I:	$1,113,617.89
Total Estimated Award:	$1,113,617.89
Funding Source:	2012 Quality of Life Bond
Account:	190-4800-29020-580270-PCP13ZOOD06
District:	8

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to PRIDE GENERAL CONTRACTORS, LLC the lowest responsive and responsible bidder and that Roman Construction Associated, LLC be deemed non-responsible due to being indebted to the City of El Paso.

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

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

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

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

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

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34. Motion made by Representative Rivera, seconded by Representative Salcido, and unanimously carried to **AWARD** Solicitation 2021-1232 Playa Drain Trail Phase II - Segment 2 to TAO INDUSTRIES INC., dba HAWK Construction for an estimated award of $617,710.01. The project consists of the construction of new asphalt trail along Playa Drain Trail from Knights Drive to Yarbrough Drive.

Department:	Capital Improvement
Award to:	TAO INDUSTRIES INC., dba HAWK Construction El Paso, TX
Item:	Base Bid
Initial Term:	270 Consecutive Calendar Days
Base Bid I:	$617,710.01
Total Estimated Award:	$617,710.01
Funding Source:	Community Development Block Grant
Account:	580220-471-71240-2400-G7146CD66
District:	7

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to TAO INDUSTRIES INC., dba HAWK Construction., the lowest responsive and responsible bidder.

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

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

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

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

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35. Motion made by Representative Salcido, seconded by Representative Rivera, and unanimously carried to **AWARD** Solicitation 2021-1127 Barricade Rental Services to Leedsman Construction DBA Traffic Control Specialists Sales & Rentals for a three (3) year initial term estimated amount of $997,180.50. The award also includes a two (2) year option for an estimated amount of $664,787.00. The total value of the contract is, including the initial term plus the option for a total of five (5) years, for an estimated amount of $1,661,967.50. This contract will allow for the appropriate traffic control during streets maintenance to guarantee employee and public safety.

Contract Variance:

The difference in price, based on comparison to the previous contract is as follows: A decrease of $167,174.40 for the initial term, which represents a 40% decrease due to price decreases.

Department:	Streets and Maintenance
Vendor:	Leedsman Construction DBA Traffic Control Specialists Sales & Rentals El Paso, TX
Items:	All
Initial Term:	3 years
Option to Extend:	2 years
Annual Estimated Award:	$332,393.50
Initial Term Estimated Award:	$997,180.50 (3 years)
Total Estimated Award:	$1,661,967.50 (5 years)
Account No.:	532-1000-524110-3210-P3210
Funding Source:	General Fund
Districts:	All

This is a Low Bid, Unit Price contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Leedsman Construction DBA Traffic Control Specialists Sales & Rentals, the lowest responsive, responsible bidder.

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

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

NAYS: None

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36. Motion made by Alternate Mayor Pro Tempore Lizarraga, seconded by Representative Rivera, and unanimously carried to **AWARD** Solicitation 2021-1156 Grounds Maintenance City Turf Medians and Mowing to MG Evergreen LLC for a three (3) year initial term estimated amount of $1,280,040.00. The award also includes a two (2) year option for an estimated amount of $853,360.00. The total value of the contract is, including the initial term plus the option for a total of five (5) years, for an estimated amount of $2,133,400.00. This contract will provide mowing for all city turf medians and park sites.

Contract Variance:

The contract variance for this item is combining two contracts: 2016-597 Ground Maintenance - City Medians and 2017-1203 - Grounds Maintenance for El Paso City Parks - Mowing (Re-Bid).

The difference in price for Turf Median and Tree Bush Pruning/Removal, based on comparison to the previous contract, 2016-597, is as follows: An increase of $289,620.00 for the initial term, which represents a 152.62% increase due to price increases and quantity increases on Tree Bush Pruning/Removal.

The difference in price for Park Site Mowing, based on comparison to the previous contract, 2017-1203, is as follows: A decrease of $70,336.00 for the initial term, which represents a 21.80% decrease due to price decreases.

Department:	Streets and Maintenance
Vendor:	MG Evergreen LLC El Paso, TX
Items:	Groups 1 - 4
Initial Term:	3 years
Option to Extend:	2 years
Annual Estimated Award:	$426,680.00
Initial Term Estimated Award:	$1,280,040.00 (3 years)
Total Estimated Award:	$2,133,400.00 (5 years)
Account No.:	451-2305-522210-51295-P5120
Funding Source:	Environmental Fee Fund
Districts:	All

This is a Best Value contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to MG Evergreen LLC, the bidder offering the best value bid.

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

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

NAYS: None

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REGULAR AGENDA – FIRST READING AND SECOND READING OF ORDINANCES:

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Goal 3: Set the Standard for Sound Governance and Fiscal Management

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37. ORDINANCE 019210

The City Clerk read an Ordinance entitled: **AN ORDINANCE AMENDING THE ORDINANCE AUTHORIZING THE ISSUANCE OF CITY OF EL PASO, TEXAS, WATER AND SEWER COMMERCIAL PAPER NOTES, SERIES A; APPROVING AND AUTHORIZING THE EXECUTION OF AN AMENDMENT TO AN EXISTING CREDIT AGREEMENT AND OTHER RELATED AGREEMENTS WITH RESPECT TO SUCH NOTES; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO**.

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

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

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

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

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REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

……..

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

……..

38. ORDINANCE 019211

The City Clerk read an Ordinance entitled: **AN ORDINANCE APPROVING AMENDMENT NUMBER TWENTY TO THE PROJECT PLAN AND REINVESTMENT ZONE FINANCING PLAN FOR TAX INCREMENT REINVESTMENT ZONE (TIRZ) NUMBER FIVE, CITY OF EL PASO, TEXAS, TO ALLOCATE UP TO ONE HUNDRED THOUSAND DOLLARS OF THE TAX INCREMENT REINVESTMENT ZONE ANNUAL REVENUE TO THE DOWNTOWN MANAGEMENT DISTRICT COMMERCIAL FAÇADE IMPROVEMENT PROGRAM; ADOPTING SAID AMENDMENTS AS REQUIRED BY SECTION 311.011(E) TEXAS TAX CODE.**

Ms. Mirella Craigo, Economic and International Development Special District Program Manager, and Mr. Joe Gudenrath, Downtown Development Corporation Executive Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representatives Salcido and Lizarraga commented.

1ST MOTION

*Motion made, seconded, and unanimously carried to **MOVE** the item to the forefront of the regular agenda.

2ND MOTION
Motion duly made by Alternate Mayor Pro Tempore Lizarraga, seconded by Svarzbein, and carried that the Ordinance be **ADOPTED**.

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

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

3RD MOTION
Motion made by Representative Salcido, seconded by Representative Rodriguez, and carried to **RECONSIDER** the item.

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

4TH AND FINAL MOTION

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

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

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

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

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39. ORDINANCE 019212

The City Clerk read an Ordinance entitled: **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF EL PASO, TEXAS, DESIGNATING A NONCONTIGUOUS GEOGRAPHIC AREA WITHIN THE CITY AS A REINVESTMENT ZONE PURSUANT TO CHAPTER 311 OF THE TEXAS TAX CODE, TO BE KNOWN AS REINVESTMENT ZONE NUMBER FOURTEEN, CITY OF EL PASO; DESCRIBING THE BOUNDARIES OF THE ZONE; CREATING A BOARD OF DIRECTORS FOR THE ZONE; ESTABLISHING A TAX INCREMENT FUND FOR THE ZONE; CONTAINING FINDINGS RELATED TO THE CREATION OF THE ZONE; PROVIDING A DATE FOR THE TERMINATION OF THE ZONE; PROVIDING THAT THE ZONE TAKE EFFECT IMMEDIATELY UPON PASSAGE**

OF THE ORDINANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Mr. Kelly Kotlik, Economic Development Program Administrator, and Ms. Natalie Moore, David Pettit Economic Development Project Manager, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

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

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

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

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

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Goal 3: Promote the Visual Image of El Paso

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40. ORDINANCE 019213

The City Clerk read an Ordinance entitled: **AN ORDINANCE CHANGING THE ZONING OF THE PROPERTY DESCRIBED AS A PORTION OF TRACT 10-2, A.F. MILLER SURVEY NO. 211, 125 BELVIDERE STREET, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) AND A-O (APARTMENT/OFFICE) TO S-D (SPECIAL DEVELOPMENT), PURSUANT TO SECTION 20.04.360, AND APPROVING A DETAILED SITE DEVELOPMENT PLAN PURSUANT TO SECTION 20.04.150 AND 20.10.360 OF THE EL PASO CITY CODE TO ALLOW FOR FRONT AND REAR YARD SETBACK REDUCTIONS AS PERMITTED IN THE S-D (SPECIAL DEVELOPMENT) ZONE DISTRICT. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE. THE PROPOSED REZONING MEETS THE INTENT OF THE FUTURE LAND USE DESIGNATION FOR THE PROPERTY AND IS IN ACCORDANCE WITH PLAN EL PASO, THE CITY'S COMPREHENSIVE PLAN. SUBJECT PROPERTY: 125 BELVIDERE STREET APPLICANT: CITY OF EL PASO PZRZ21-00008**

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

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

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

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

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41. **ORDINANCE 019214**

The City Clerk read an Ordinance entitled: **AN ORDINANCE CHANGING THE ZONING OF LOT 1, BLOCK 35, COLONIA VERDE #6, 10005 DYER STREET, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM C-2/C/SC (COMMERCIAL/CONDITION/SPECIAL CONTRACT) TO C-1/C/SC (COMMERCIAL/CONDITION/SPECIAL CONTRACT). THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE. THE PROPOSED REZONING MEETS THE INTENT OF THE FUTURE LAND USE DESIGNATION FOR THE PROPERTY AND IS IN ACCORDANCE WITH PLAN EL PASO, THE CITY'S COMPREHENSIVE PLAN. SUBJECT PROPERTY: 10005 DYER STREET APPLICANT: BECKROSS PROPERTIES, LLC PZRZ20-00027**

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

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

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

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

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42. The City Clerk read an Ordinance entitled: **AN ORDINANCE RENEWING A SPECIAL PRIVILEGE LICENSE TO THE EL PASO ELECTRIC COMPANY, OWNER, AND EL PASO PARKING INC., LESSEE, TO PERMIT OFF-STREET PARKING WITHIN A PORTION OF RIM ROAD RIGHT-OF-WAY, BY EXTENDING THE TERM FOR ANOTHER FIVE YEARS.**
SUBJECT PROPERTY: SOUTH OF RIM RD. AND WEST OF EL PASO ST. APPLICANT: EL PASO PARKING INC. NESV2020-00005

1ST MOTION
Motion duly made by Alternate Mayor Pro Tempore Lizarraga, seconded by Representative Rodriguez, that the Ordinance be **ADOPTED**

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

AYES: Representatives Rodriguez and Lizarraga
NAYS: Representatives Svarzbein, Annello, Hernandez, Molinar, and Rivera
NOT PRESENT FOR THE VOTE: Representative Salcido
THE MOTION FAILED

Whereupon the Mayor ordered that, the vote having been cast against the Ordinance, the same be and the same is hereby **NOT ADOPTED**.

2ND MOTION

Motion made by Alternate Mayor Pro Tempore Lizarraga, seconded by Representative Hernandez, to **RECONSIDER** the item.

AYES: Representatives Hernandez, Salcido, Rodriguez, and Lizarraga
NAYS: Representatives Svarzbein, Annello, Molinar, and Rivera
Mayor Leeser broke the tie by voting **"NAY".**
THE MOTION FAILED.

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

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

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

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44. *Motion, seconded, and unanimously carried to **POSTPONE FOR TWO WEEKS** the Ordinance changing the zoning of Tract of land situated in the Ysleta Town Tract Survey, Abstract No. 214, City of El Paso, El Paso, County, Texas; said Tract being part of Lots 1 & 2, Block 2, A & M Addition, an addition to the City of El Paso according to the plat recorded in Volume 45, Page 10 of the Official Public Records of El Paso County, Texas; said Tract being part of that Tract of land described in Assumption Special Warranty Deed to Ben L. Ivey, LTD. recorded in Instrument No. 20020012761 of said Official Public Records; said Tract also being all of that Tract of land described in Assumption Special Warranty Deed to Ben L. Ivey, LTD. recorded in Instrument No. 20020012760 of said Official Public Records; said Tract also being part of Parcel 1 and all of Parcel 2 described in Deed of Trust recorded in Instrument No. 20190062708 of said Official Public Records, City of El Paso, El Paso County, Texas from A-2/sc (Apartment/special contract) to C-4/sc (Commercial/special contract) and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code. The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.

Subject Property: 9641 North Loop Drive and 215 Sofia Place Applicant: Kimely-Horn and Associates, Inc. PZRZ21-00005

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45. *Motion, seconded, and unanimously carried to **POSTPONE FOR TWO WEEKS** the Ordinance changing the zoning of Tract 19B, Block 2, Ysleta Grant El Paso, City of El Paso, El Paso County, Texas (Ysleta Grant Map, Block 2, December 1929) from R-F (Ranch-Farm) to C-4/c (Commercial/condition) and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 551 Inglewood Drive Applicant: Inglewood Properties, LLC PZRZ21-00006

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46. *Motion, seconded, and unanimously carried to **POSTPONE FOR TWO WEEKS** the Ordinance amending the Future Land Use Map (FLUM) contained in "Plan El Paso" for a Tract of land situated in the Ysleta Town Tract Survey, Abstract No. 214, City of El Paso, El Paso, County, Texas; said Tract being part of Lots 1 & 2, Block 2, A & M Addition, an addition to the City of El Paso according to the plat recorded in Volume 45, Page 10 of the Official Public Records of El Paso County, Texas; said Tract being part of that Tract of land described in Assumption Special Warranty Deed to Ben L. Ivey, LTD. recorded in Instrument No. 20020012761 of said Official Public Records; said Tract also being all of that Tract of land described in Assumption Special Warranty Deed to Ben L. Ivey, LTD. recorded in Instrument No. 20020012760 of said Official Public Records; said Tract also being part of Parcel 1 and all of Parcel 2 described in Deed Of Trust recorded in Instrument No. 20190062708 of said Official Public Records, City of El Paso, El Paso County, Texas, from O-3, Agriculture to G-7, Industrial. Subject Property: 9641 North Loop Dr. and 215 Sofia Pl. Applicant: Kimley-Horn and Associates, Inc. PLCP21-00001

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47. *Motion, seconded, and unanimously carried to **POSTPONE FOR TWO WEEKS** an Ordinance amending the Future Land Use Map (FLUM) contained in "Plan El Paso" for the properties legally described as all of Tract 19B, Block 2, Ysleta Grant, City of El Paso, El Paso County, Texas, from O-3, Agriculture to G-7, Industrial.

Subject Property: 551 Inglewood Dr.
Applicant: Inglewood Properties, LLC PLCP21-00002.

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REGULAR AGENDA – OTHER BUSINESS:

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

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

WHEREAS, by way of a Resolution on April 12, 2005, City Council adopted the 2014-2024 Public Art Master Plan dated October 28, 2014, as the primary guideline in determining and appropriating expenditures from the public art fund; and

WHEREAS, under the provisions of the City Code Chapter 2.40 (Department of Museums and Cultural Affairs) Section 2.40.70 (Art in Municipal Places) and Section 2.40.80 (Administration of the Public Art Program and Establishment of the Public Art Committee) the City of El Paso provided for art in municipal places, established a means of funding acquisition or commissioning of art for municipal places and established that the Public Art committee and the Museums and Cultural Affairs Advisory Board shall submit an annual Public Art Plan to the City Council; and

WHEREAS, the Museums and Cultural Affairs Department would like to Amend the 2021 Public Art Plan ("Amended Plan") attached hereto as Exhibit "A" to update the artist selections, add a mural project to the El Paso Airport, and to increase the budget for projects due to increase in price of stainless-steel material; and

WHEREAS, the 2021 Public Art Plan was approved by Council on January 19, 2021 and the Public Art Committee ("PAC") and the Museums and Cultural Affairs Advisory Board ("MCAAB"); and

WHEREAS, the City Council may accept or reject any portion of this Plan; and

WHEREAS, the City Council, having taken into consideration the recommendation of the PAC and MCAAB, determines that the Plan is reasonable and appropriately adopted and that said Plan serves the public purpose of enhancing the quality of life of the citizens of El Paso through the development of fine arts and cultural properties and by encouraging the integration of art in the architecture of municipal structures

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

1. That the Amended 2021 Public Art Plan, attached hereto, be and is hereby officially adopted.

2. That Amendment to the 2021 Plan includes current art projects in progress initiated in 2021 and new projects to be initiated in Fiscal Year 2022 and on, and describes the planned location, proposed budget, timetable, and artist selection process for each project, and contains updates on public art projects in progress.

3. That adoption of the Plan is fully funded through 2010, 2011, 2012, 2013, 2017, 2018, and 2019 Certificates of Obligation; the 2012 Infrastructure and Quality of Life Bonds; and the 2019 Public Safety Bonds.

4. That the City Manager or a designee is authorized to enter into contracts and amendments to contracts to carry out the Amended Plan as described in Exhibit "A". If an artist identified in the Plan is unable or unwilling to finalize a contract with the City, then the City Manager is authorized to execute a contract and contract amendments with a new artist as selected by the Museum and Cultural Affairs Department approved by the Public Art Committee.

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

Representatives Svarzbein, Annello and Molinar commented.

Mr. Tommy Gonzalez, City Manager, commented.

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

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

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ADJOURN

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Motion made by Representative Annello, seconded by Representative Svarzbein, and unanimously carried to **ADJOURN** this meeting at 12:52 p.m.

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

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APPROVED AS TO CONTENT:

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Laura D. Prine, City Clerk

OSCAR LEESER
MAYOR

TOMMY GONZALEZ
CITY MANAGER

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

CITY COUNCIL WORK SESSION MINUTES
August 2, 2021
9:05 AM

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

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The City Council of the City Council met on the above time and date via videoconference. Meeting was called to order at 9:29 a.m. Mayor Oscar Leeser was present and presiding and the following Council Members answered roll call: Alexsandra Annello, Cassandra Hernandez, Joe Molinar, Isabel Salcido, Claudia Rodriguez, Henry Rivera and Cissy Lizarraga. Peter Svarzbein requested to be excused.

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AGENDA

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

1. Overview (Tommy Gonzalez)

Mr. Tommy Gonzalez, City Manager, introduced the item and explained that while the City's vaccination rates remained above the State and National rates, the City was experiencing an increase in the number of positive COVID-19 cases reported. He expressed the need to continue practicing safety protocols in order to reduce the spread of the virus.

Mayor Leeser stated that Fort Bliss was now requiring face coverings inside their facilities and said the CDC had designated El Paso as an area of high COVID-19 transmission.

2. Team Lead Report:
a) Health Focus (Hector Ocaranza, M.D.)

Dr. Hector Ocaranza, Public Health Authority, provided an update on the current pandemic situation by stating there was an upward trend in the number of positive cases and hospitalizations attributed to COVID-19. He said the majority of these cases reported were from unvaccinated individuals and stressed the need to vaccinate in order to prevent large outbreaks as the Delta variant was more infectious. Dr. Ocaranza presented the results from a recent external study which proved that the Pfizer vaccine was effective in combating the Delta variant and said there was no word yet on the need for a booster.

3. City Manager Wrap Up

Mr. Tommy Gonzalez, City Manager, closed the presentation by restating that the City was experiencing an increase in positive COVID-19 cases although the numbers were not as high as State or national averages. He said 81% of the El Paso population had received a first vaccination dose while 70% was fully vaccinated which indicated the City was close to reaching herd immunity.

Mayor Leeser and Representatives Annello, Molinar, and Lizarraga.

NO ACTION was taken on this item.

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2. Discussion and action to direct the City Manager and City Attorney to draft a resolution requesting the El Paso Water Utilities/Public Service Board & PSB staff provide quarterly updates to the City Council regarding customer service, capital improvement projects, sale of property held in trust by PSB, open space land management and plans, and prepare a presentation on the creation and governance structure of the water utility.

Representatives Annello, Hernandez, and Molinar commented.

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

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

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Discussion on items 3 and 4 were taken together

3. Presentation and submission of the No-New Revenue Tax Rate, Voter-Approval Tax Rate for FY 2021-2022.

4. Discussion and action on the FY 2021 - 2022 Budget.

The following City staff members presented a PowerPoint presentation (copy on file in the City Clerk's Office) and/or responded to questions posed by Members of the City Council.

1. Mr. Robert Cortinas, Chief Financial Officer
2. Mr. Tommy Gonzalez, City Manager
3. Mr. Sam Rodriguez, City Engineer

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

Motion made by Representative Rivera, seconded by Representative Hernandez, and unanimously carried to allocate $3,012,718 of additional revenue available from certified values to fund a pavement condition update (PCI), advance streets to complete current lists by FY2023 (second 2-year cycle) and $1.1M in surface treatments.

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

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REGULAR AGENDA - FIRST READING OF ORDINANCES:

5. Introduction of an Ordinance levying FY 2021 - 2022 taxes.

PUBLIC HEARING WILL BE HELD ON AUGUST 24, 2021

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

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

……

6. Presentation and update by Texas Gas Service on current customer and operations investments in its gas distribution system, and related regulatory application to be filed with or currently before the Railroad Commission of Texas.

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

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

1. Ms. Elizabeth O'Hara, Regional Manager Community Relations
2. Ms. Stacey McTaggart, Rates and Regulatory Director

Mayor Leeser and Representative Hernandez commented.

NO ACTION was taken on this item.

……

EXECUTIVE SESSION

Motion made by Representative Rivera, seconded by Representative Salcido, and unanimously carried that the City Council retire into **EXECUTIVE SESSION** at 11:04 a.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071 - 551.089 to discuss the following:

Section 551.071 CONSULTATION WITH ATTORNEY
Section 551.072 DELIBERATION REGARDING REAL PROPERTY
Section 551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

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

Motion made by Representative Rivera, seconded by Representative Lizarraga, and unanimously

carried to **ADJOURN** the Executive Session at 12:20 p.m. and **RECONVENE** the meeting of the City Council.

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

……

EX1. Claim by Antoinette Kenny. Matter No. 21-1036-3445 (551.071)

Motion made by Alternate Mayor Pro Tempore Lizarraga, seconded by Representative Rivera, and carried that the City Attorney's Office be authorized to **DENY** the claim of Antoinette Kenny of the Estate of Kenmaj Graham in Matter Number 21-1036-3445, in its entirety.

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

……

EX2. Claim by Keith Shannon. Matter No. 21-1001-298 (551.071)

Motion made by Alternate Mayor Pro Tempore Lizarraga, seconded by Representative Rivera, and carried that the City Attorney's Office be authorized to **DENY** the claim of Keith Shannon, in Matter Number 21-1001-298, in its entirety.

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

……

EX3. Claim by Brian Aguirre. Matter No. 21-1026-11610 (551.071)

Motion made by Alternate Mayor Pro Tempore Lizarraga, seconded by Representative Rivera, and carried that the City Attorney's Office be authorized to **DENY** the property damage claim of Brian Aguirre in its entirety; Matter ID 21-1026-11610.

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

……

EX4. Discussion on purchase or exchange of real property located in Central El Paso, Texas. Matter No. 21-1004-1257 (551.072)

NO ACTION was taken on this item.

……

EX5. Discussion on the value and purchase/sale of real property located in the West side of the City of El Paso, Texas. Matter No. 21-1008-165 (551.072)

Motion made by Representative Annello, seconded by Representative Molinar, and

unanimously carried to **DELETE** the item.

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

……

EX6. Economic Incentives for a Manufacturing Company to be located in the City of El Paso. Matter No. 21-1007-2740 (551.071) (551.072) (551.087)

NO ACTION was taken on this item.

……

EX7. Update - Application of El Paso Electric Company to Change Rates, Public Utility Commission of Texas Docket No. 52195. Matter No. 21-1008-174

NO ACTION was taken on this item.

……

EX8. Update - Application of El Paso Electric Company for approval to revise its Energy Efficiency Cost Recovery Factor (EECRF) and to request to establish revised cost caps. Public Utility Commission of Texas Docket No. 52081. Matter No. 21-1008-172 (551.071)

NO ACTION was taken on this item.

……

EX9. Update - Request by Texas Gas Service Company, a division of ONE Gas, Inc., for Written Approval for Continued Use of Financial Instruments for Hedging Gas Costs for the 2021-2022 Heating Season. Matter No. 20-1008-147 (551.071)

Motion made by Alternate Mayor Pro Tempore Lizarraga, seconded by Representative Annello, and unanimously carried that the City Council of the CITY OF EL PASO **APPROVES** the request of Texas Gas Service Company, a division of ONE Gas, Inc., for Written Approval for Continued Use of Financial Instruments for Hedging Gas Costs for the 2021-2022 Heating Season.

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

……

EX10. HB1520 and Anticipated Request by Texas Gas Service Company, a division of ONE Gas, Inc., for Recovery of Extraordinary Costs Incurred during the 2021 Winter storm and Mitigate Future Costs. Matter No. 20-1008-147 (551.071)

Motion made by Alternate Mayor Pro Tempore Lizarraga, seconded by Representative Rivera, and carried that the City Attorney is authorized to **RETAIN** outside counsel and any other necessary consultants, in consultation with the City Manager, to file an intervention and take any other necessary legal action in the Application for Customer Rate Relief Related to Winter Storm Uri and Regulatory Asset Determination filed by Texas Gas Service Co., a Division of One Gas, Inc., on July 30, 2021, under Texas Railroad Commission Docket No.

00007069.

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

……

ADJOURN

Motion made by Representative Annello, seconded by Representative Salcido and unanimously carried to **ADJOURN** the meeting at 1:22 p.m.

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

……

APPROVED AS TO CONTENT:

_____
Laura D. Prine, City Clerk

OSCAR LEESER
MAYOR

TOMMY GONZALEZ
CITY MANAGER

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

CITY COUNCIL SPECIAL MEETING MINUTES
July 27, 2021
9:00 AM

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

……

The City Council of the City Council met on the above time and date via videoconference. Meeting was called to order at 9:03 a.m. Mayor Oscar Leeser was present and presiding and the following Council Members answered roll call: Peter Svarzbein, Alexsandra Annello, Cassandra Hernandez, Joe Molinar, Isabel Salcido, Henry Rivera and Cissy Lizarraga. Claudia Rodriguez requested to be excused.

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AGENDA

……

1. Presentation and submission of appraisal roll, certified anticipated collection rate for the current year.

Mr. Robert Cortinas, Chief Financial Officer, and Ms. Nicole Cote, Office of Management and Budget Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mr. Kelly Kotlik, Economic Development Program Administrator, introduced Ms. Natalie Morales from David Pettit Economic Development, LLC, who proceeded to present a PowerPoint presentation on the concept of tax increment financing.

Ms. Josette Flores, Assistant Senior City Attorney, provided legal advice.

Discussion topics included results from the property tax appraisal roll and process for amending tax increment reinvestment zone boundaries.

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

NO ACTION was taken on this item.

……

2. Presentation and submission of the No-New Revenue Tax Rate and Voter-Approval Tax Rate for FY 2021-2022 taxes.

Motion made by Representative Annello, seconded by Representative Salcido, and unanimously carried to **DELETE** the item.

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

……

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

WHEREAS, on March 13, 2020 the President of the United States declared a national emergency, Governor of the State of Texas declared a state of disaster, and the Mayor of the City of El Paso declared a local state of disaster in relation to Coronavirus Disease 19 (COVID-19); and

WHEREAS, on March 17, 2020 City Council issued an Emergency Ordinance Instituting Emergency Measures due to a Public Health Emergency ("Emergency Ordinance"); and

WHEREAS, on May 11, 2020 City Council approved appropriations for the CARES Act funds received by the City on eligible expenses from March 1, 2020 through December 30, 2020; and

WHEREAS, the City has on-going COVID-19 related expenditures that have continued into FY 2021; and

WHEREAS, on March 11, 2021, the federal government enacted the American Rescue Plan Act ("ARPA") which established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund ("CSLFRF); and

WHEREAS the City is a recipient of ARPA grant in the amount of $154,365,135 from the fund and will be received in two tranches the first on May 12, 2021 in the amount of $77,172,567.50, and the second half of equal value is expected to be received on or about May 12, 2022; and

WHEREAS, the City Council desires to utilize the ARPA grant funds in accordance with the requirements stipulated in the ARPA, the United States Treasury and federal guidance for those City COVID-19 response expenses incurred between March 3, 2021 and August 31, 2021; and

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

That the City Manager or designee be authorized to reallocate FY 2021 general fund in the amount not to exceed $15,000,000 as presented in the 3rd Quarter Financial Report to include any budget transfers and any necessary documents. This will allow the transfer of incurred expenditures for COVID-19 response to ARPA grant, restoration of deferred residential street projects, street striping, vehicles and equipment for street maintenance and the pay off of outstanding capital obligations related to previous purchases of public safety radios, energy efficiency improvements and bridge projects.

The following City staff members presented a PowerPoint presentation which included information on residential street resurfacing and/or responded to questions posed by Members of the City Council (copy of the presentation on file in the City Clerk's Office).

1. Mr. Robert Cortinas, Chief Financial Officer
2. Mr. Sam Rodriguez, City Engineer
3. Mr. Tommy Gonzalez, City Manager
4. Mr. Richard Bristol, Streets and Maintenance Director

Discussion topics included current and future funding for street resurfacing, a status on the streets slated to be resurfaced, sales tax revenue comparisons, and results from the last pavement condition index study.

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

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

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

……

4. Presentation, discussion, and action on the proposed FY 2021 - 2022 Budget.

Motion made by Representative Annello, seconded by Representative Salcido, and unanimously carried to **DELETE** the item.

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

……

REGULAR AGENDA - FIRST READING OF ORDINANCES

5. Introduction of an Ordinance levying FY 2021 - 2022 taxes.

PUBLIC HEARING WILL BE HELD ON AUGUST 17, 2021

Motion made by Representative Annello, seconded by Representative Salcido, and unanimously carried to **DELETE** the item.

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

……

ADJOURN

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Molinar and unanimously carried to **ADJOURN** the meeting at 11:14 a.m.

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rivera, and Lizarraga
NAYS: None
ABSENT: Representative Rodriguez
……
APPROVED AS TO CONTENT:

_____
Laura D. Prine, City Clerk

DEE MARGO
MAYOR

TOMMY GONZALEZ
CITY MANAGER

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

MINUTES FOR THE URGENT PUBLIC NECESSITY (UPN) MEETING OF THE CITY COUNCIL OF THE CITY OF EL PASO
March 17, 2020
COUNCIL CHAMBERS, CITY HALL
11:00 A.M.

……

The City Council of the City Council met on the above time and date. Meeting was called to order at 11:48 a.m. Mayor Dee Margo was present and presiding and the following Council Members answered roll call: Alexsandra Annello, Cassandra Hernandez, Claudia Rodriguez, Henry Rivera and Cissy Lizarraga. Late arrivals, Sam Morgan at 11:49 a.m. and Isabel Salcido at 11:50 a.m. Peter Svarzbein participated via videoconference.

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AGENDA

1. ORDINANCE 019035

AN EMERGENCY ORDINANCE OF THE CITY OF EL PASO, TEXAS EXTENDING A DISASTER DECLARATION DUE TO A PUBLIC HEALTH EMERGENCY

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

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, as of March 16, 2020 there were three COVID-19 presumptive positive tests confirmed in El Paso; and

WHEREAS, the World Health Organization Director General urged aggressive preparedness and activation of emergency plans to aggressively change the trajectory of this epidemic; and

WHEREAS, §418.108(b) of the Texas Government Code provides that a local state of disaster may not be continued for a period in excess of seven days without the consent of the governing body of the political subdivision; 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, the condition necessitating declaration of a state of disaster continues to exist.

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

1. That the state of disaster proclaimed for the City of El Paso by the Mayor on March 13, 2020 shall continue for thirty (30) days unless re-enacted in accordance with City Charter Section 3.10 or until terminated by order of 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 and shall become effective on the 17th day of March 2020.

Ms. Laura Prine, City Clerk, read floor amendment changing number of confirmed cases from two to three.

Fire Chief Mario D'Agostino read a statement regarding the independence of Dr. Hector Ocaranza, the Local Health Authority, and the weight of his orders.

Mayor Margo and Representatives Annello, Morgan, Rivera, and Lizarraga commented.

Representative Svarzbein read the Emergency Order into the record.

The following City staff members commented:

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

Ms. Lisa Turner, citizen, commented.

The emergency meeting was **RECESSED** at 12:00 p.m. in order to reconvene the Regular City Council Meeting for Call to the Public.

The emergency meeting was **RECONVENED** at 1:07 p.m.

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

AYES: Representative Svarzbein, Annello, Hernandez, Morgan, Salcido, Rodriguez, Rivera, and Lizarraga
NAYS: None
Mayor Margo consented to the adoption of the Emergency Ordinance.

……

2. **ORDINANCE 019036**

EMERGENCY ORDINANCE INSTITUTING EMERGENCY MEASURES DUE TO A PUBLIC HEALTH EMERGENCY; PENALTY AS PROVIDED IN SECTION 8

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

THAT an emergency exists; and

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, 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, said state of disaster requires that certain emergency measures be taken pursuant to the Executive Order of the Governor Relating to Emergency Management; therefore, the following regulations shall take effect immediately upon issuance, and shall remain in effect until the state of disaster is terminated:

AND BE IT FURTHER ORDAINED BY THE CITY COUNCIL OF EL PASO, TEXAS:

That the following is hereby in effect:

1. STATE AND FEDERAL GUIDANCE

   The City authorizes the Emergency Management Director or designee to update, restrict and promulgate regulations necessary to comply with Federal, State, and Local authorities' guidance in relation to COVID-19.

2. CITY BOARDS AND COMMISSIONS

   a) Unless required by State law, all City boards and commission meetings are suspended while this ordinance is in effect.

   b) Any boards and commissions that must meet pursuant to State law should meet pursuant to the Texas Open Meetings Act as provided by the suspension of the Open Meetings Act provisions approved by the Teas Governor and institute best practices in an effort to reduce in person meetings.

3. PRICE CONTROLS

   A person shall not sell any of the following goods or services for more than the price the person charged for the goods or services on March 13, 2020:

a) groceries, beverages, toiletry articles, ice;
b) construction and building materials and supplies, and earthmoving equipment and machinery;
c) electrical and gas generating and transmission equipment, parts and accessories;
d) charcoal briquettes, matches, candles, lamp illumination and heat unit carbides, dry batteries, light bulbs, flashlights, and hand lanterns;
e) hand tools (manual and power), hardware and household supplies, and equipment rental;
f) automotive parts, supplies, and accessories;
g) plumbing and electrical tools and supplies;
h) apartment, duplex, multi-family dwelling, rooming house, hotel and motel rental;
i) gasoline, diesel oil, motor oil, kerosene, grease, and automotive lubricants;
j) restaurant, cafeteria, and boarding-house meals;
k) services of roofing and building contractors, plumbers, electricians, mechanics, tree surgeons, and automobile wrecker companies;
l) medicine, pharmaceutical, and medical equipment and supplies;
m) blankets, quilts, bedspreads, bed linens, mattresses, bedsprings, bedsteads, towels, toilet paper; and
n) furniture and clothing.

4. SUSPENSION AND MODIDFICATION OF ORDINANCES

a) The following ordinances are hereby suspended or modified as indicated:

i. Any ordinance or regulation that imposes an obligation upon the City to deliver in less than five (5) business days any non-essential good, or service, as determined by the Mayor, is hereby suspended.

ii. Ordinance number 016736 is hereby modified to read as follows:

Ordinance granting the authority to the City Manager to enter into and sign certain contracts on behalf of the City is hereby amended to authorize the City Manager to negotiate and enter into contracts, including the issuance of purchase orders, on behalf of the City and sign and bind the City for contracts for the acquisition of goods and services in an amount that exceeds $50,000 per annum, in order to take immediate action to relieve the emergency necessity of the municipality's residents, to preserve the property of the municipality, and to protect the health, safety, and welfare of the municipality's residents.

b) The suspension or modifications of the ordinances and regulations listed in Subsection (a) shall remain in effect for 30 days, unless re-enacted in accordance with City Charter 3.10 or until the state of disaster is terminated, whichever is sooner.

5. MOVEMENT OF PEOPLE AND OCCUPANCY OF PREMISES

a) Individuals shall limit the size of public or private gatherings to no more than fifty (50) people in a single space.

For purposes of clarity, a gathering does not include the following spaces:

(i) Spaces where persons may be in transit or waiting for transit such as airports and bus terminals;
(ii) Office space or residential buildings;
(iii) Grocery stores, hotels, or other retail establishments where large numbers of people are present, but it is unusual for them to be within arm's length of one another for extended periods; and
(iv) Hospitals and medical facilities.

b) Bars, lounges, taverns, arcades and private clubs shall close.

c) Restaurants may remain open pursuant to the following:
i. Restaurants shall limit the amount of people on their premises at one time to half of their designated seating maximum occupancy and ensure that tables are at least 6 feet apart from each other.
ii. Restaurants shall disinfect and sanitize commonly touched surfaces and non-food contact surfaces at least once every hour.
iii. Restaurants shall not allow parties of more than 6 people at one table.
iv. Restaurants must adopt and implement a screening policy for food handlers and all employees, and establish protocols for employees exclusion if they develop the following symptoms:
1. Fever greater than 100°F
2. Cough and shortness of breath
v. Make available and visible COVID-19 prevent print materials within the restaurant.

6. TEMPORARY ASSISTANCE

The City urges all businesses to provide two weeks of paid sick leave to employees that succumb to COVID-19, are caring for someone with COVID-19, or are subject to quarantine. The City further urges businesses to apply for any available federal funding for the provision of paid sick leave.

7. UTILITIES & RESIDENCE

a) No local utility shall discontinue the provision of cable, internet, water, gas, waste removal and electric utility services to a local resident for lack of payment while this ordinance is in effect.

b) To the extent allowed by law, no landlord shall evict a tenant for lack of payment while this ordinance is in effect.

8. PENALTIES

a) These regulations shall have the effect of ordinances when duly filed with

the City Clerk.

b) A person who violates any provision of these regulations, upon conviction, is guilty of a misdemeanor punishable by a fine of not more than five hundred dollars ($500.00).

9. EMERGENCY

This emergency ordinance shall take effect immediately upon its adoption and publication and it is accordingly so ordained. This ordinance shall remain in effect for 30 days, unless re-enacted in accordance with City Charter section 3.10 or until the state of disaster is terminated, whichever is sooner.

10. SEVERABILITY CLAUSE

It is hereby declared to be the intention of the City Council that the phrases, sentences, paragraphs and sections of this ordinance are severable. If any part of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect the remaining phrases, sentences, paragraphs and sections.

The following members of the public commented:

1. Ms. Marisa Limon Garza
2. Ms. Aylin V. Perez

Ms. Karla Nieman, City Attorney, read amendments to Section 2, City Boards and Commissions and the Ordinance header into the record.

Ms. Laura Prine, City Clerk, read the Ordinance into the record and an additional amendment to Section 4, Suspension and Modification of Ordinances, Subsection a) ii. Into the record.

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

The following City staff members commented:

1. Mr. Cary Westin, Senior Deputy City Manager
2. Mr. Ted Marquez, Deputy City Manager
3. Ms. Monica Lombrana, Chief Operations and Transportation Officer
4. Mr. Tommy Gonzalez, City Manager
5. Fire Chief Mario D'Agostino
6. Ms. Karla Nieman, City Attorney
7. Dr. Hector Ocaranza, Health Authority for the City and County of El Paso
7. Ms. Dionne Mack, Deputy City Manager
8. Assistant Fire Chief Jorge Rodriguez, Office of Emergency Management
9. Mr. Robert Cortinas, Chief Financial Officer

1ST MOTION
Motion made by Representative Annello, seconded by Representative Hernandez, and unanimously carried to **DIRECT** staff to return with a stabilization fund within 30 days and provide an update in two weeks to assist small local businesses.

AYES: Representative Svarzbein, Annello, Hernandez, Morgan, Salcido, Rodriguez, Rivera, and Lizarraga
NAYS: None

2ND AND FINAL MOTION
Motion made by Representative Rivera, seconded by Representative Lizarraga, and unanimously carried to **ADOPT** the Emergency Ordinance, **AS AMENDED.**

AYES: Representative Svarzbein, Annello, Hernandez, Morgan, Salcido, Rodriguez, Rivera, and Lizarraga
NAYS: None
Mayor Margo consented to the adoption of the Emergency Ordinance.

ADJOURN

Motion made by Representative Rivera, seconded by Representative Morgan, and unanimously carried to **ADJOURN** the meeting at 2:40 p.m.

AYES: Representatives Svarzbein, Annello, Hernandez, Molinar, Salcido, Rodriguez, and Rivera
NAYS: None
NOT PRESENT FOR THE VOTE: Representative Lizarraga
……
APPROVED AS TO CONTENT:

_____
Laura D. Prine, City Clerk

File #: 21-911, **Version:** 2

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 3
Airport, Sam Rodriguez, (915) 212-7301

AGENDA LANGUAGE:

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

The City Manager be authorized to sign a Lessor's Approval of Assignment of the Ground Lease, by the City of El Paso ("Lessor"), Croucher Family Limited Partnership, LLC. ("Assignor") and Lulu Lots LLC. ("Assignee") for property described as Lot 7, Block 7, El Paso International Airport Tracts, Unit 2, City of El Paso, El Paso County, Texas, also known as 7505 Lockheed Dr., El Paso, Texas.

The remaining lease term is 37 years and 9 months with one (1) ten-year option. The site is 30,825 SF at $0.52 per SF and the annual rent is $16,029.00. The lease agreement expires May 31, 2059, with option to extend to May 31, 2069.

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

AGENDA DATE: August 17, 2021
PUBLIC HEARING DATE: N/A

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

DISTRICT(S) AFFECTED: 3

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

SUBGOAL: N/A

SUBJECT:
The City Manager be authorized to sign a Lessor's Approval of Assignment of the Ground Lease by the City of El Paso ("Lessor"), Croucher Family Limited Partnership, LLC. ("Assignor") and LuLu Lots LLC. ("Assignee") for property described as Lots 7, Block 7, El Paso International Airport Tracts, Unit 2, City of El Paso, El Paso County, Texas, also known as 7505 Lockheed Dr., El Paso, Texas.

The remaining lease term is 37 years and 9 months with one (1) ten-year option. The site is 30,825 SF at $0.52 per SF and the annual rent is $16,029.00. The lease agreement expires May 31, 2059 with option to extend to May 31, 2069.

BACKGROUND / DISCUSSION:
Croucher Family Limited Partnership, LLC. requests the ground lease be assigned to LuLu Lots, LLC. as they are purchasing the building at 7505 Lockheed Dr., El Paso, Texas from Croucher Family Limited Partnership, LLC

PRIOR COUNCIL ACTION:
April 16, 2019 - Lease

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

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES __NO

PRIMARY DEPARTMENT: Aviation
SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Samuel Rodriguez, P.E.
Aviation Director

Revised 04/09/2021

RESOLUTION

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

That the City Manager, or designee, is authorized to sign a Lessor's Approval of Assignment by and between the City of El Paso, Croucher Family Limited Partnership, LLC., and LuLu Lots LLC for the following described property:

> Lot 7, Block 7, El Paso International Airport Tracts, Unit 2, City of El Paso, El Paso County, Texas, commonly known as 7505 Lockheed Dr., El Paso, Texas.

Dated this ____ day of _____ 2021.

CITY OF EL PASO

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

J. Flores
Josette Flores
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

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

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

WHEREAS, the City of El Paso ("**Lessor**") entered into a Southern Industrial Site Lease with an Effective Date of June 1, 2019 ("**Lease**") between the Lessor and Croucher Family Limited Partnership, LLC. (the "**Assignor**"):

WHEREAS, the Lease pertains to the following described property:

Lot 7, Block 7, El Paso International Airport Tracts, Unit 2, City of El Paso, El Paso County, Texas, commonly known as 7505 Lockheed Dr., El Paso, Texas, 79925 ("**Property**");

WHEREAS, Assignor has requested the Lessor's approval and consent to an assignment of the Lease to LuLu Lots LLC.

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

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

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

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

3. **RELEASE.** Assignor is hereby released and discharged by Lessor from all rights, privileges, responsibilities and obligations under the Lease first arising and accruing from and after the effective date of the assignment of the Lease and Lessor and Assignee each hereby acknowledges that, as of the effective date of the assignment, Assignee enjoys all such rights and privileges and is responsible for satisfying all such obligations the same as if the Lease had originally been executed between Lessor and Assignee.

4. **SECURITY DEPOSIT.** No Security Deposit is required as a condition to this Approval.

5. **RATIFICATION OF LEASE.** Except as expressly set forth herein, no provision of this Approval alters or modifies any of the terms and conditions of the Lease, and all other terms and conditions of the Lease shall remain in full force and effect.

6. **ADDRESS FOR NOTICE.** Notices to Assignee and Assignor shall be sufficient if sent by certified mail, postage prepaid, addressed to:

ASSIGNOR: Croucher Family Limited Partnership, LLC
7310 Remcon Circle, Suite B.
El Paso, Texas 79912

ASSIGNEE: LuLu Lots LLC
3032 Orkney Road
El Paso, Texas 79925
Attn: Jacob Derek Firnekas

7. **AUTHORIZED REPRESENTATIVE.** The persons signing this Lessor's Approval of Assignment on behalf of the Assignee and Assignor represent and warrant that they have the legal authority to bind the Assignee and Assignor, respectively, to the provisions of this Lessor's Approval of Assignment.

8. **NON-WAIVER.** The Lessor's Approval of Assignment hereby given by Lessor shall not end the need for Lessor's consent for any future assignments.

9. **EFFECTIVE DATE.** The Effective Date of this Lessor's Approval of Assignment will be the date this document is approved by the El Paso City Council.

10. **COUNTERPARTS.** This Lessor's Approval of Assignment may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, and all of which shall constitute one and the same instrument as if all parties had signed the same signature page.

(SIGNATURES BEGIN ON THE FOLLOWING PAGE)

APPROVED THIS _____ day of _____, 2021.

LESSOR: CITY OF EL PASO

_____
Tomás González
City Manager

APPROVED AS TO FORM:
J. Flores
Josette Flores
Senior Assistant City Attorney

APPROVED AS TO CONTENT:
Samuel Rodriguez
Samuel Rodriguez, P.E.
Director of Aviation

LESSOR'S ACKNOWLEDGEMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

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

_____
Notary Public, State of Texas

My Commission Expires:

_____

(SIGNATURES CONTINUE ON THE FOLLOWING PAGE)

ASSIGNOR: CROUCHER FAMILY LIMITED PARTNERSHIP, LLC

By: _____
Print Name: KENNETH CROUCHER
Title: GP

ASSIGNOR'S ACKNOWLEDGEMENT

THE STATE OF Texas)
COUNTY OF El Paso)

This instrument was acknowledged before me on this 10th day of August, 2021, by Kenneth Croucher & - General Partner of Croucher Family Limited Partnership on behalf of said corporation (Assignor).

_____
Notary Public, State of TX

My Commission Expires:
3/14/2022

MICHELLE MARENCO
Notary Public, State of Texas
Comm. Expires 03-14-2022
Notary ID 125082621

(SIGNATURES CONTINUE ON THE FOLLOWING PAGE)

ASSIGNEE: LULU LOTS LLC

By: _____
Print Name: Jacob Ximenes
Title: Managing Member

ASSIGNOR'S ACKNOWLEDGEMENT

THE STATE OF Texas)
COUNTY OF El Paso)

This instrument was acknowledged before me on this day of October, 2021, by Jacob Ximenes, Managing Member of LuLu Lots LLC, on behalf of said _____ (Assignee).

AMY LEE CONRAD
Notary Public, State of Texas
Comm. Expires 07-28-2022
Notary ID 125128583

_____
Notary Public, State of Texas

My Commission Expires:

_____

File #: 21-912, **Version:** 3

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 3
Airport, Sam Rodriguez, (915) 212-7301

AGENDA LANGUAGE:

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

This Resolution is to authorize the City Manager to sign a Southern Industrial Site Lease between the City of El Paso ("Lessor") and NOFVBC, LLC ("Lessee") for Lot 1 and the Westerly 34 feet of Lot 2, Block 8, El Paso International Airport Tracts, Unit 2, City of El Paso, El Paso County, Texas, municipally known and numbered as 7600 Boeing, El Paso, Texas.

The lease term is one year with one (1) one-year option. The site is 38,548.20 square feet at $0.3758 per square feet and the annual rental rate is $14,486.41 or $1,207.20 monthly.

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

AGENDA DATE: August 17, 2021
PUBLIC HEARING DATE: N/A

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

DISTRICT(S) AFFECTED: 3

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

SUBGOAL: N/A

SUBJECT:
This Resolution is to authorize the City Manager to sign a Southern Industrial Site Lease between the City of El Paso ("Lessor") and NOFVBC, LLC ("Lessee") for Lot 1 and the Westerly 34 feet of Lot 2, Block 8, El Paso International Airport Tracts, Unit 2, City of El Paso, El Paso County, Texas, municipally known and numbered as 7600 Boeing, El Paso, Texas.

The lease term is one year with one (1) one-year option. The site is 38,548.20 square feet at $0.3758 per square feet and the annual rental rate is $14,486.41 or $1,207.20 monthly

BACKGROUND / DISCUSSION:
NOFVBC, LLC's intent is to establish sand volleyball courts on the undeveloped land and hold tournaments.

PRIOR COUNCIL ACTION:
N/A

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

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___NO

PRIMARY DEPARTMENT: Aviation
SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Samuel Rodriguez, P.E.
Aviation Director

RESOLUTION

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

That the City Manager be authorized to sign a Southern Industrial Site Lease by and between the City of El Paso ("Lessor") and NOFVBC, LLC ("Lessee") regarding the following described property:

> Lot 1 and the Westerly 34 feet of Lot 2, Block 8, El Paso International Tracts, Unit 2, City of El Paso, El Paso County, Texas comprised of 38,548.20 sq. ft., more commonly referred to as 7600 Boeing, El Paso, Texas

with a one year term beginning on August 17, 2021 and ending on August 16, 2022, with one option to extend for one year.

APPROVED this ____ day of _____ 2021.

CITY OF EL PASO

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Josette Flores
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Samuel Rodriguez, P.E.
Director of Aviation

SOUTHERN INDUSTRIAL PARK LEASE

El Paso International Airport
El Paso, Texas

NOFVBC, LLC
Lessee

AUGUST 17, 2021
Effective Date

SOUTHERN INDUSTRIAL PARK LEASE
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LESSEE'S SIGNATURE AND ACKNOWLEDGMENT **30**

ATTACHMENTS

EXHIBIT "A" - Property Description & Metes and Bounds of Premises
EXHIBIT "B" – Declaration of Restrictions and Covenants

SOUTHERN INDUSTRIAL PARK LEASE

THIS LEASE AGREEMENT ("Lease") is entered into of _____, 20___, by and between the City of El Paso ("Lessor") and **NOFVBC, LLC** ("Lessee").

WHEREAS, Lessor owns and operates El Paso International Airport, located in the County of El Paso, State of Texas, ("Airport"), said Airport being managed by the Director of Aviation, as amended from time to time in terms of actual title ("Director"); and

WHEREAS, Lessor deems it advantageous to itself and to its operation of the Airport to lease unto Lessee the parcel of land described herein, together with certain privileges, rights, uses and interests therein, as hereinafter set out; and

WHEREAS, Lessee proposes to lease on a net basis from Lessor certain ground area and to avail itself of certain privileges, rights and uses pertaining thereto; and

WHEREAS, Lessee has indicated a willingness and ability to properly keep, maintain and improve said ground in accordance with standards established by Lessor;

NOW THEREFORE, Lessor and Lessee agree as follows:

ARTICLE I - PREMISES AND PRIVILEGES

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

> Lot 1 and the Westerly 34 feet of Lot 2, Block 8, El Paso International Tracts, Unit 2, City of El Paso, El Paso County, Texas comprised of 38,548.20 sq. ft., more commonly referred to as 7600 Boeing, El Paso, Texas, further described in Exhibit "A", attached hereto and incorporated herein, (hereinafter referred to as the "Leased Premises").

1.02 Right to Construct.
Lessee shall have the right and privilege to construct, maintain, and remove improvements upon the Premises subject to the terms, covenants, and conditions herein contained.

1.03 Restriction of Privileges, Uses and Rights.
The rights and privileges granted Lessee hereunder are subject and expressly limited to the terms and conditions of the Declaration of Restrictions and Covenants attached hereto as Exhibit "B", and fully incorporated herein by reference (the "Declaration").

1.04 Conditions of Granting Lease.
The granting of this Lease and its acceptance by Lessee is conditioned upon the following covenants:

A. That no functional alteration of the Premises shown on Exhibit "A" or functional change in the uses of such Premises, except as reflected in the Declaration, shall be made without the prior written consent of Lessor.

B. That the right to use the Premises shall be exercised only subject to and in accordance with the laws of the United States of America and the State of Texas; the rules and regulations promulgated by their authority and all reasonable and applicable rules, regulations and ordinances of Lessor now in force or hereafter prescribed or promulgated by charter authority or by law and which rules, regulations and/or ordinances apply equally to all property within the Southern Industrial Park.

ARTICLE II - TERM OF LEASEHOLD

2.01 Term.
The "Term" of this Lease will be the Initial Term and any properly exercised Option Period, as provided below. This Lease shall be for an initial term of one (1) year ("Initial Term"), commencing on August 17, 2021 ("Effective Date") and ending on August 16, 2022.

2.02 Option to Extend.
If the Lessee is not in default of any terms of this Lease, Lessee shall have the option to extend this Lease ("Option Period") for one (1) additional term of one (1) year by notifying Lessor in writing of Lessee's election at least ninety (90) days prior to the expiration of the Initial Term.

2.03 Holding Over.
It is agreed and understood that any holding over by Lessee of the Premises at the expiration or cancellation of this Lease shall operate and be construed as a tenancy from month to month at a rent of one and one-half times the current monthly rent, unless the hold over is caused by the City staff not placing a new agreement with Lessee regarding the Premises at the end of the term of the present Agreement on the City Council Agenda on a timely basis in which case the monthly rental rate in effect prior to the hold over shall continue until the new agreement is executed. Lessee shall be liable to Lessor for all loss or damage on account of any holding over against Lessor's will after the expiration or cancellation of this Lease, whether such loss or damage may be contemplated at this time or not. No receipt or acceptance of money by Lessor from Lessee after the expiration or cancellation of this Lease or after the service of any notice, after the commencement of any suit, or after final judgment for possession of the Premises, shall reinstate, continue or extend the terms of this Lease, or affect any such notice, demand or suit or imply consent for any action for which Lessor's consent is required or operate as a waiver of any right of the Lessor to retake and resume possession of the Premises.

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

ARTICLE III – RENT

3.01 Rent.
For the purpose of computing the rent payments, Lessor and Lessee agree that the Premises comprise 38,548.20 square feet of land. The initial Rent for the Premises will be calculated on the

basis of 38,548.20 square feet at $0.3758 per square foot per annum. The annual Rent shall be $14,486.41 or $1,207.20 monthly.

3.02 Commencement of Rent and Time of Payment.
Payment of Rent by Lessee to Lessor as aforesaid shall commence on September 1, 2021. The Rent shall be paid in twelve (12) equal monthly installments. Rent payments shall be paid in advance on or before the first day of each and every month during the term of this Lease.

3.03 Security Deposit.
Within twenty (20) days prior to the Rent Commencement Date of this Lease, Tenant shall tender to Landlord an irrevocable letter of credit ("Security Deposit") or a rental bond in the amount equal to three (3) months of Annual Rental to guarantee the faithful performance of the Tenant of its obligations under this lease and the payment of all Annual Rent due hereunder. Tenant shall be obligated to maintain such Security Deposit in effect until the expiration of twelve (12) consecutive months from the Rent commencement Date of this Lease.

3.04 Unpaid Rent, Fees and Charges.
Any installment of Rent, fees, or other charges or monies accruing under any provisions of this Lease that are not received by Lessor by the 20th day of the month in which payment is due, shall bear interest from the date such Rent or other amount was due at the lesser of the rate of eighteen percent (18%) per year or the then maximum nonusurious rate under applicable law, (the lesser of said amounts being herein referred to as the "Maximum Rate.") In the event the late charge is ever deemed to be "interest" the amount of interest on past due amounts shall be automatically reduced so that the combination of said late charge and the interest on past due amounts, if any, does not exceed the Maximum Rate. Any amount collected which exceeds the Maximum Rate will be deemed credited to other amounts owed by Lessee to Lessor under this Lease, and any remaining excess after such credit shall be refunded to Lessee. It is the intent of both Lessor and Lessee to at all times comply with the applicable law regarding the maximum nonusurious amount or rate of interest which may be contracted for, charged, taken, reserved or received by Lessor.

3.05 Place of Payment.
All rent payments provided herein shall be paid to Lessor at the following address:

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

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

ARTICLE IV - OBLIGATIONS OF LESSOR

4.01 Quiet Enjoyment.
Lessor agrees that upon Lessee's paying rent and performing all of the covenants, conditions, and agreements set forth in this Lease, Lessee shall and may peaceably and quietly have, hold, and enjoy the Premises. Lessor has no knowledge, nor any reason to believe, that there is any legal impediment to its full right to enter into this Lease and perform its obligations hereunder.

ARTICLE V - OBLIGATIONS OF LESSEE

5.01 Net Lease.
This Lease shall be without cost to Lessor except for Lessor's obligations specifically set forth in Article IV above and elsewhere in this Lease Agreement. Lessee shall:

A. Keep and maintain the Premises and improvements located thereon in a good state of repair at all times;

B. Pay any and all taxes assessed against the Premises, improvements located on the Premises, Lessee's interest in the Premises and improvements, and all of Lessee's personal property located on the Premises; and

C. Pay all casualty, bond, and liability insurance premiums required in accordance with the terms of this Lease.

5.02 Condition of Premises.
Lessee accepts the Premises in their present condition and agrees that the Premises are suitable for Lessee's business, activities, and operations proposed to be conducted thereon relying on its own inspection and judgment. Lessor has not made any warranties expressed or implied with regard to the condition of the Premises or improvements or their suitability for a particular use. Lessee accepts the Premises "As Is", with all faults, relying on Lessee's own inspection and judgment and not in reliance on any representations of Lessor. Lessor shall assume no responsibility as to the condition of the Premises and shall not assume responsibility for maintenance, upkeep, or repair necessary to keep the Premises in a safe and serviceable condition.

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

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

and any amendments thereto, affecting Lessee's use, operation, occupation or alteration of the Premises including any improvements thereon.

A. Definitions.

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

(2) "Hazardous Material" shall mean all substances, materials and wastes that are, or that become, regulated under or classified as hazardous or toxic under any Environmental Law and all petroleum products, such as gasoline, kerosene, diesel fuel, and the like.

(3) "Release" shall mean any releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, or dumping into the environment.

B. Compliance.

(1) Lessee shall not cause or permit any Hazardous Material to be used, generated, manufactured, produced, stored, brought upon, or released, on, under or about the Premises, or transported to and from the Premises, by Lessee, its sublessees, agents, employees, contractors, invitees, licensees, or a third party in violation of any Environmental Law. **Lessee shall indemnify, defend and hold harmless Lessor, its successors and assigns, its officers, directors, employees, agents and attorneys from and against any and all liability, loss, damage, expense, penalties and legal and investigation fees or costs, arising from or related to any claim or action for injury, liability, breach of warranty or representation, or damage to persons or property and any and all claims or actions brought by any person, entity or governmental body, alleging or arising in connection with contamination of, or adverse effects on, the environment or violation of any Environmental Law or other statute, ordinance, rule, regulation, judgment or order of any government or judicial entity which are incurred or assessed as a result (whether in part or in whole) of any activity or operation on or discharge from the Premises or any improvements thereon caused by the act or omission of Lessee, it sublessees, agents, employees, contractors, licensees or**

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

(2) Without limiting the foregoing, if the presence of any Hazardous Material on, under or about the Premises or in any improvements thereon or permitted by Lessee results in any contamination of the Premises or any improvements thereon, or any surrounding property, Lessee shall promptly take all actions at its sole cost and expense as are necessary to return the Premises or any improvements thereon or the surrounding property to the condition existing prior to the introduction of any such Hazardous Material to the Premises or in any improvements thereon or the surrounding property; provided that Lessor's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term effect on the Premises or on any improvements thereon or the surrounding property.

(3) Lessee shall, at Lessee's own cost and expense, make all submissions to, provide all information to, and comply with all requirements of the appropriate governmental authority (the "Government") under the Environmental Laws. Should the Government determine that site characterization, site assessment and/or a cleanup plan be prepared or that a cleanup should be undertaken on the Premises or in any improvements thereon or on surrounding property to comply with applicable Environmental Laws, then Lessee shall, at Lessee's own cost and expense, prepare and submit the required plans and financial assurances, and carry out the approved plans. At no cost or expense to Lessor, Lessee shall promptly provide all information requested by Lessor to determine the applicability of the Environmental Laws to the Premises to respond to any governmental investigation or to respond to any claim of liability by third parties which is related to environmental contamination of the Premises or the improvements thereon or the surrounding property.

(4) Lessee shall immediately notify Lessor promptly after Lessee becomes aware of any of the following: (a) any correspondence or communication from any governmental entity regarding the application of Environmental Laws to the Premises or Lessee's operation on the Premises, and (b) any change in Lessee's operation on the Premises that will change or has the potential to change Lessee's or Lessor's obligations or liabilities under the Environmental Laws.

(5) Lessee shall insert the provisions of this Section 5.03 in any lease, agreement, license, or contract by which it grants a right or privilege to any person, firm or corporation under this Lease, but only with respect to those leases, agreements, licenses or contracts executed after the Effective Date of this Lease.

C. Fuel Storage Tanks. Fuel storage tanks are not allowed on the Premises.

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

D. Reporting.

(1) At any time that Lessee submits any filing or response pertaining to its property, operations, or presence on the Airport with any governmental entity (other than the Internal Revenue Service) by way of example but not in limitation, the FAA, the EPA or the TCEQ, or any successor agencies, Lessee shall provide duplicate copies to Lessor of such filing(s) or response(s) with any related documents at the time same are made.

(2) Upon expiration, termination or cessation of this Lease for any reason, Lessee shall provide to Lessor a Phase I Environmental Site Assessment meeting ASTM standards of the Premises ("Lessee's Report"); and if, in the opinion of Lessor, if Lessee's Report indicates that the Premises is in violation of applicable Environmental Laws, then Lessee shall perform work as is necessary to cause the Premises to be in compliance with applicable Environmental Laws.

5.04 Minimum Improvement Standard.

Lessee covenants and agrees that facilities constructed on the Premises, exclusive of paving and landscaping, shall cover a minimum of twenty percent (20%) of the Premises' land area, and a maximum of fifty percent (50%) of the Premises' land area. In the event such improvements are partially or totally destroyed by fire or other casualty, Lessee shall have the absolute right to restore or rebuild such improvements to the same size as existed prior to the casualty.

5.05 Lessor's Approval of Plans.
Lessor's approval of any plans, specifications and working drawings for Lessee's construction or alterations of improvements or any plans, specifications and working drawings for Lessee's removal of improvements shall create no responsibility or liability on the part of Lessor for their completeness, design sufficiency or compliance with all laws, rules and regulations of federal, state, county and municipal authorities. It is specifically understood that the Department of Aviation is only one of numerous departments of the Lessor and that, in addition to obtaining approval of the Director, Lessee shall be required to obtain the approval of other City departments. Upon approval by such agencies and the issuance of permits for the commencement of construction, Lessee shall deliver to the Director one (1) complete set of the Final Plans as approved by the governmental agencies exercising jurisdiction thereover, and copies of all issued permits. Upon completion of construction, Lessee shall deliver to Director a complete set of record (as-built) drawings of the construction signed and sealed by a professional engineer or architect licensed in Texas, and a copy of the issued Certificate of Occupancy for the Premises.

5.06 Landscaping and Maintenance of Improvements.
Lessee shall landscape the Premises and keep the improvements on the Premises in a good state of repair and condition and in a presentable condition comparable in appearance and character to similar improvements in Southern Industrial Park. The exterior finish on the improvements shall be repainted and refinished as reasonably necessary to maintain the appearance of such improvements to a standard comparable to similar improvements in Southern Industrial Park. Notwithstanding anything to the contrary in the Declaration, Lessor agrees that attractive, low water usage landscaping is a desirable goal and agrees to consider and approve appropriate low water usage landscaping plans as a part of the architectural review process.

Lessor shall be the sole judge of the quality of maintenance and, upon written notice by Lessor to Lessee, Lessee shall be required to perform reasonable maintenance Lessor reasonably deems necessary in order to cause the exterior finish to be in a condition comparable to similar improvements in Southern Industrial Park. If said maintenance is not commenced by Lessee within forty-five (45) days after receipt of written notice, Lessor shall have the right to enter on the Premises and perform the necessary maintenance, the cost of which plus ten percent (10%) shall be borne by Lessee.

5.07 Utilities.
Lessee shall pay for all costs or charges for utility services furnished to Lessee during the term hereof. Lessee shall have the right to connect to any and all storm and sanitary sewers and water and utility outlets at its own cost and expense.

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

5.09 Permitted Uses.
Lessee will not enter into any business activity on the Premises other than those permitted in the Declaration. Lessee is permitted to use the premises as a sand volleyball complex.

5.10 Penalties Assessed by Federal Agencies.
Lessee understands and agrees that in the event any federal agency assesses a civil penalty against Lessor or the Airport for any violation, including but not limited to any security violation, as a result of or related to any act or failure to act on the part of Lessee, its sublessees, agents, employees contractors, licensees or invitees, Lessee shall reimburse Lessor in the amount of the civil penalty assessed. Failure to reimburse Lessor within thirty (30) calendar days of receipt of written notice shall constitute an event of default hereunder.

ARTICLE VI - INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

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

6.03 Fire and Other Risks Insurance.
Lessee, at its sole cost and expense, shall throughout the term of this Lease, keep or cause to be kept all improvements now or hereafter located upon the Premises insured for the mutual benefit

of Lessor and Lessee against loss or damage by fire and against loss or damage by other risks embraced by "extended coverage" and against civil commotions, riots, vandalism and malicious mischief in an amount equal to the actual replacement cost of such improvements, including costs of replacing excavations and foundation, but without deduction for depreciation (hereinafter called "Full Insurable Value"). In the event a dispute arises as to the Full Insurable Value which cannot be resolved by agreement of the Parties, an appraisal of the Premises and improvements thereon shall be made by an appraiser selected by Lessee and reasonably acceptable to Lessor to determine the Full Insurable Value, as defined in this Section, and the resulting determination shall be conclusive between the parties for the purpose of this Section. Should the appraiser Lessee selected be unsatisfactory to Lessor, the carrier of the insurance then in force shall be requested to determine the Full Insurable Value as defined in this Section. The expense of this appraisal shall be borne by Lessee, unless the value claimed by Lessee is confirmed through such an appraisal, in which case the Lessor shall reimburse the Lessee for the cost of such appraisal.

6.04 Payment and Performance Bonds.

Prior to commencement of any construction work on the Premises the total cost of which will exceed Fifty Thousand Dollars ($50,000.00), Lessee, at its own cost and expense, shall cause to be made, executed, and delivered to Lessor two (2) separate bonds, as follows:

A. Prior to the date of commencement of any construction, a contract surety bond in a sum equal to the full amount of the construction contract awarded.

Said bond shall guarantee the faithful performance of all necessary construction and completion of improvements in accordance with approved final plans and detailed specifications; and shall guarantee Lessor against any losses and liability, damages, expenses, claims and judgments caused by or resulting from any failure of Lessee to perform completely the work described as herein provided.

B. Prior to the date of commencement of any construction, a payment bond with Lessee's contractor or contractors as principal in a sum equal to the full amount of the construction contract project.

Said bond shall guarantee payment of all wages for labor and services engaged and of all bills for materials, supplies, and equipment used in the performance of said construction project.

In accordance with Article 35.03.004 of the Texas Insurance Code, if a Performance or Payment bond is in an amount of excess of ten percent (10%) of the surety's capital and surplus, the Lessor will require, as a condition to accepting the bond(s), a written certification from the surety that the surety has reinsured the portion of the risk that exceeds ten percent (10%) of the surety's capital and surplus with one or more reinsurers who are duly authorized, accredited or trusted to do business in the State of Texas.

In lieu of the payment and performance bonds described in Paragraph A and B, above, Lessee may, at Lessee's option, provide Lessor with an irrevocable Letter of Credit, in a form acceptable to the Director in her/his reasonable discretion and approved by the City Attorney, in an amount equal to the full amount of the construction contract awarded. Such Letter of Credit shall be issued by a national banking association, shall provide for partial draws, and shall have an expiration date

of at least ninety (90) days after the completion date provided in the construction contract. Such Letter of Credit shall be payable upon presentment accompanied by an affidavit by an authorized representative of Lessor indicating that the proceeds to be paid will be used by Lessor to either (i) pay sums due and owing pursuant to the construction contract awarded or (ii) complete construction of the improvement contemplated by the construction contract.

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

A. a statement of the coverage provided by the policy;

B. a statement certifying the Lessor to be listed as an additional insured in the policy;

C. a statement of the period during which the policy is in effect;

D. a statement that the annual premium or the advance deposit premium for such policy has been paid in advance; and

E. an agreement by the insurance company issuing such policy that the policy shall not be canceled or reduced in any amount for any reason whatsoever without at least thirty (30) days prior written notice to Lessor.

6.06 INDEMNIFICATION.
LESSEE AGREES TO INDEMNIFY AND HOLD LESSOR HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS, AND EXPENSES, INCLUDING INVESTIGATION EXPENSES AND REASONABLE ATTORNEY'S FEES FOR THE DEFENSE OF SUCH CLAIMS AND DEMANDS, ARISING OUT OF OR ATTRIBUTED DIRECTLY, OR INDIRECTLY TO THE OPERATION, CONDUCT OR MANAGEMENT OF LESSEE'S BUSINESS ON THE PREMISES, ITS USE OF THE PREMISES, OR FROM ANY BREACH ON THE PART OF LESSEE OF ANY TERMS OF THIS LEASE, OR FROM ANY ACT OR NEGLIGENCE OF LESSEE, ITS AGENTS, CONTRACTORS, EMPLOYEES, SUBTENANTS, CONCESSIONAIRES, OR LICENSEES IN OR ABOUT THE PREMISES INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE, OR IN PART, FROM THE NEGLIGENCE OF LESSOR. IN CASE OF ANY ACTION OR PROCEEDING BROUGHT AGAINST LESSOR BY REASON OF ANY SUCH CLAIM, LESSEE, UPON NOTICE FROM LESSOR, AGREES TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO LESSOR.

ARTICLE VII - DESTRUCTION OF IMPROVEMENTS BY FIRE OR OTHER CASUALTY

7.01 Obligations of Lessee.
During the term hereof, except as provided in Section 7.03 below, should the improvements constructed by Lessee upon the Premises be damaged or destroyed in whole or in part by fire or other casualty, Lessee shall give prompt notice thereof to Lessor, and Lessee, at its own cost and expense, shall promptly repair, replace and rebuild the same, at least to the same extent as the value and as nearly as practical to the character of the buildings and improvements existing immediately prior to such time. Such repairs, replacements or rebuilding shall be made by Lessee as aforesaid and subject to and in accordance with the following terms and conditions:

A. Prior to commencing such work, Lessee shall deliver to Lessor a set of the preliminary construction plans and specifications in accordance with the terms and provisions of the Declaration. In the event the preliminary plans and specifications are disapproved, Lessee will be so notified and the notice shall specify in detail the reasons therefor and the requested modifications or alterations thereto.

B. Upon approval of the preliminary plans and specifications, as herein provided, Lessee shall prepare, or cause to be prepared, final working plans and specifications in substantial conformity to the preliminary plans and specifications. Upon completion of the final working plans and specifications, Lessee shall submit the same to appropriate governmental agencies for approval. Upon approval by such agencies and the issuance of permits for the commencement of construction, Lessee shall deliver to Lessor one complete set of the final working plans and specifications as approved by the governmental agencies exercising jurisdiction thereover and copies of all issued permits for the Premises. Changes from the preliminary plans and specifications shall be considered to be within the scope of the preliminary plans and specifications if such changes are reasonably inferable therefrom or if they are made to comply with suggestions, requests or requirements of the governmental agencies exercising jurisdiction.

C. Prior to commencing construction, Lessor may require Lessee to furnish a performance and payment bond in accordance with Section 6.04 and, if requested, Builder's Risk Insurance.

D. Upon compliance with the foregoing, Lessee's obligation to repair, replace or rebuild shall be subject to settlement occurring with the insurance company or companies and said proceeds of such insurance policy or policies having been paid to Lessee. After actual receipt of such insurance proceeds, Lessee shall commence such repair, replacements or rebuilding within a reasonable time and shall continue such work with reasonable diligence until completion.

E. Upon completion of the construction, Lessee shall deliver to Lessor, a complete set of record (as-built) drawings of the construction signed and sealed by a professional engineer licensed in Texas, and a copy of the issued Certificate of Occupancy for the Premises.

7.02 Insurance Proceeds.
Upon receipt by Lessee of the proceeds of the insurance policy or policies, Lessee shall disburse such proceeds during construction to pay the cost of such work. If the amount of such insurance proceeds is insufficient to pay the costs of the necessary repair, replacement or rebuilding of such damaged improvements, Lessee shall pay any additional sums required, and if the amount of such insurance proceeds is in excess of the costs thereof, the amount of such excess shall be retained by Lessee.

7.03 Cancellation of Lease.
Should the improvements on the Premises be damaged or destroyed in whole or in part by fire or other casualty during the last five (5) years of the initial term or last five (5) years of any renewal term of this Lease, Lessee shall be relieved of the obligation to repair, replace and rebuild the same and Lessee shall have the right to cancel this Lease by giving Lessor written notice of such election within thirty (30) days after the date of any such damage or destruction. In such event, this Lease shall terminate as of the date of such destruction and the insurance proceeds received or receivable under any policy of insurance shall be paid to and retained by Lessor, unless Lessor has elected to have the Premises returned to it clear of all improvements in accordance with Section 10.06 hereinbelow, in which case Lessee shall be entitled to such insurance proceeds. All rents payable under this Lease shall be prorated and paid to the date of such cancellation. The receipt of insurance proceeds by Lessor will relieve Lessee from any responsibility to restore the Premises to their former condition.

ARTICLE VIII - CONDEMNATION

8.01 Definitions.
The following definitions apply in construing the provisions of this Lease relating to the taking of or damage to all or any part of the Premises, or improvements thereon, or any interest in them by eminent domain or condemnation:

A. "Taking" means the taking or damaging, including severance damage by eminent domain or by condemnation for any public or quasi-public use under any statute. The transfer of title may be either a transfer resulting from the recording of a final order in condemnation or a voluntary transfer or conveyance to the condemning agency or entity under threat of condemnation and avoidance proceedings are pending. The taking shall be considered to take place the date actual physical possession is taken by the condemning authority.

B. "Total Taking" means the taking of the fee title to all of the Premises and improvements thereon.

C. "Substantial Taking" means the taking of so much of the Premises or improvements or both that one or more of the following conditions results:

1. The remaining portion of the Premises and improvements thereon after such taking would not be economically and feasibly useable by Lessee;

2. The conduct of Lessee's business on the Premises would be substantially prevented or impaired;

3. The portion of the Premises not so taken cannot be so repaired or reconstructed, taking into consideration the amount of the award available for repair or reconstruction, as to constitute a complete rentable structure capable of producing a proportionately fair and reasonable net annual income after payment of all operation expenses including the rent and after performance of all covenants and conditions required of Lessee under this Lease.

D. "Partial Taking" means the taking of a fee title that is not either a Total or Substantial Taking.

E. "Improvements" includes, but is not limited to, all buildings, structures, fixtures, fences, utility installations, parking facilities and landscaping on the Premises.

F. "Notice of Intended Taking" means any notice or notification on which a reasonably prudent person would rely and which such person would interpret as expressing an existing intention of Taking as distinguished by a mere preliminary inquiry or proposal. It includes, but is not limited to, the service of a condemnation summons and complaint on a party to this Lease. The notice is considered to have been received when a party to this Lease receives from the condemning agency or entity a written notice of intent to take containing a description or map reasonably defining the extent of the Taking.

G. "Award" means compensation paid for the Taking, whether pursuant to judgment, or by agreement, or otherwise.

H. "Date of Taking" means the date that Lessee is required to vacate the Premises pursuant to a final order of condemnation or agreement between the parties hereto.

8.02 Notice of Condemnation.

The party receiving any notice of the kind specified below shall promptly give the other party notice of the receipt, contents and date of the notice received:

A. Notice of Intended Taking;

B. Service of any legal process relating to condemnation of the Premises or improvements; or

C. Notice in connection with any proceedings or negotiations with respect to such a condemnation.

8.03 Rights of Parties during Condemnation Proceeding.

Lessor and Lessee shall each have the right to represent its respective interest in each proceeding or negotiation with respect to a Taking or Intended Taking and to make full proof of its claims. No agreement, settlement, sale or transfer to or with the condemning authorities shall be made without the consent of all parties. Each party agrees to execute and deliver to any other party

hereto any instrument that may be required to facilitate the provisions of this Lease relating to the condemnation.

8.04 Taking of Leasehold.
Upon a Total Taking, Lessee's obligation to pay Rent and other charges hereunder shall terminate on the Date of Taking, but Lessee's interest in the leasehold shall continue until the Taking is completed by deed, contract or final order of condemnation. If the Taking is a Substantial Taking under the aforementioned definition, Lessee may, by notice to Lessor within ninety (90) days after Lessee receives notice of the Intended Taking, elect to treat the Taking as a Total Taking. If Lessee does not so notify Lessor, the Taking shall be deemed a Partial Taking. Upon a Partial Taking, this Lease shall remain in full force and effect covering the balance of the Premises not so taken, except that the Rent payable hereunder by Lessee shall be reduced in the same ratio as the percentage of the area of the Premises taken bears to the total area of the Premises.

8.05 Total Taking.
All of Lessee's obligations under the Lease shall terminate as of the Date of Taking. Upon a Total Taking, all sums awarded for any Lessee-owned improvements and the leasehold estate shall be disbursed to Lessee. All sums awarded for the Premises, as unencumbered by any Lessee-owned improvements, but subject to the Lease, shall be disbursed to Lessor.

8.06 Partial Taking.
Upon a Partial Taking, all Awards shall be disbursed as follows:

A. To the cost of restoring the improvements on the Premises; and

B. The balance, if any, to Lessor and Lessee as follows: Lessee shall receive all sums awarded for Lessee-owned improvements and the Leasehold estate. Lessor shall receive all sums awarded for the Premises, as unencumbered by the Lessee-owned improvements but subject to the Lease.

8.07 Obligations of Lessee under Partial Taking.
Promptly after any such Partial Taking, Lessee, at its expense, shall repair, alter, modify or reconstruct the improvements on the Premises so as to make them reasonably suitable for Lessee's continued occupancy for the uses and purposes for which the Premises are leased. Notwithstanding the foregoing to the contrary, should there be a Partial Taking in the last two (2) years of the initial term or any renewal term, Lessee shall be relieved of the responsibility to so repair or reconstruct the improvements on Premises as aforesaid by notifying Lessor of its intention to that effect; provided however, that all sums awarded for Lessee owned improvements and the Leasehold estate shall be disbursed to Lessor.

8.08 Taking of Temporary Use of Premises and Improvements.
Upon any Taking of the temporary use of all or any part or parts of the Premises or improvements, or both, for a period of any estate less than a fee ending on or before the expiration date of the term, neither the term nor the rent shall be reduced or affected in any way and Lessee shall be entitled to any award for the use or estate taken. If a result of the Taking is to necessitate expenditures for changes, repairs, alterations, modifications or reconstruction of the improvements to make them reasonably suitable for Lessee's continued occupancy for the uses and purposes for which the Premises are leased, after the termination of such Taking, Lessee shall receive, hold and

disburse the Award in trust for such work. At the completion of the work and the discharge of the Premises and improvements from all liens or claims arising therefrom, Lessee shall be entitled to any surplus and shall be liable for any deficiency.

If any such Taking is for a period extending beyond the expiration date of the term, the Taking shall be treated under the foregoing provisions for Total, Substantial and Partial Takings.

ARTICLE IX - ENCUMBRANCES

9.01 Encumbrance.
As used herein the term "Mortgage" includes a deed of trust and the term "Mortgagee" includes the beneficiaries under deeds of trust, whether one or more. Lessee may encumber its leasehold estate and its interest in the improvements constructed and to be constructed on the Premises by the execution and delivery of a Mortgage. The Mortgagee of any such Mortgage may deliver to Lessor a written notice specifying:

A. The amount of the obligation secured by the Mortgage;

B. The date of the maturity or maturities thereof; and

C. The name and mailing address of the Mortgagee.

After receipt of such notice, Lessor shall serve such Mortgagee by certified mail at the latest address furnished by such Mortgagee a copy of every notice of default or demand served by Lessor upon Lessee under the terms and provisions of this Lease so long as such Mortgage is in effect.

9.02 Mortgagee's Rights.
Upon receipt of a notice or demand in accordance with Section 9.01 above, Mortgagee shall have one hundred and twenty (120) days after receipt of such notice within which, at Mortgagee's election, either:

A. To cure the default if it can be cured by the payment or expenditure of money;

B. To perform such other action as may be necessary to cure the default;

C. If the default cannot be cured within one hundred and twenty (120) days, to commence performance within such one hundred twenty (120) day period and thereafter diligently prosecute same to completion, in which event, the default will have been deemed to have been cured; or

D. To institute foreclosure proceedings and prosecute same diligently to conclusion.

E. No notice of a default by Lessee hereunder given by Lessor shall be effective against a Mortgagee that has provided Lessor the information specified in Section 9.01 of this Lease unless Lessor has given a copy of it to such Mortgagee.

F. No Mortgagee shall have any personal liability under this Lease unless and until it becomes Lessee under this Lease.

G. The Director will, upon request by any Mortgagee, certify in writing that this Lease is in full force and effect, whether this Lease has been amended, that to Lessor's knowledge Lessee is not in default, and the date through which rent has been paid.

H. If this Lease and the fee estate in the Premises are ever commonly held as a result of a default by Lessee, then they shall remain separate and distinct estates and shall not merge until such time as all cure periods for Mortgagee specified in this Lease have expired.

I. This Lease may not be amended, modified, changed, cancelled, waived, or terminated without prior written notice to all Mortgagees. Lessor shall not accept a voluntary surrender of the Lease without consent by all Mortgagees.

9.03 Rights on Foreclosure.
In the event of foreclosure by Mortgagee, the purchaser at the foreclosure sale or the person acquiring Lessee's interest in lieu of foreclosure shall succeed to all of Lessee's rights, interests, duties and obligations under this Lease.

ARTICLE X - EXPIRATION, CANCELLATION, ASSIGNMENT AND TRANSFER

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

10.02 Cancellation.
Subject to the provisions of Article IX above, this Lease shall be subject to cancellation by Lessor in the event Lessee shall:

A. Be in arrears in the payment of the whole or any part of the amounts agreed upon hereunder for a period of thirty (30) days after Lessor has notified Lessee in writing that payment was not received when due.

B. File in any court a petition in bankruptcy or insolvency or for the appointment of a receiver or trustee of all or a portion of Lessee's property and such petition is not dismissed within ninety (90) days after filing;

C. Make any general assignment for the benefit of creditors;

D. Abandon the Premises;

E. Be in violation of any local, state, or federal rules and/or regulations or in default in the performance of any of the covenants and conditions required herein (except payments) to be kept and performed by Lessee, and such violation or default continues for a period of thirty (30) days after receipt of written notice from Lessor to cure such default, unless during such thirty-day period, Lessee shall commence

and thereafter diligently perform such action as may be reasonably necessary to cure such default;

F. Be adjudged bankrupt in involuntary bankruptcy proceedings; or

G. Be made a party to any receivership proceeding in which a receiver is appointed for the property or affairs of Lessee where such receivership is not vacated within ninety (90) days after the appointment of such receiver.

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

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

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

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

A. Enter into and upon the Premises or any part thereof and repossess the same, change the locks on the Premises, install fences and gates, expelling therefrom Lessee and all personal property of Lessee (which property may be removed and stored at the cost of and for the account of Lessee), using such force as may be necessary; and

B. Either cancel this Lease by notice or without canceling this Lease, relet the Premises or any part thereof upon such terms and conditions as shall appear advisable to Lessor. If Lessor shall proceed to relet the Premises and the amounts received from reletting the Premises during any month or part thereof be less than the rent due and owing from Lessee during such month or part thereof under the terms of this Lease, Lessee shall pay such deficiency to Lessor immediately upon calculation thereof, providing Lessor has exercised good faith in the terms and conditions of reletting. Payment of any such deficiencies shall be made monthly within ten (10) days after receipt of notice of deficiency.

10.04 Assignment and Transfer.
Lessee shall have the right and privilege to assign or transfer this Lease subject to the prior written approval of Lessor, which shall not be unreasonably withheld; provided, however, that Lessor's

approval shall not be required in the event of an assignment of this Lease by Lessee to the first leasehold Mortgagee.

Any person or entity to which this Lease is assigned to pursuant to the Bankruptcy Code, ll U.S.C. 101 et seq., shall be deemed without further act or deed to have assumed all the obligations arising under this Lease on or after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to Lessor an instrument confirming such assumption.

10.05 Subleasing.
Lessee shall have the right to sublease all or any part of the Premises hereunder for the same purposes permitted under the terms and provisions of this Lease, including but not limited to the insurance and indemnity requirements. Any such sublease executed after the effective date of this Lease shall be subject to the same conditions, obligations and terms as set forth herein and Lessee shall be responsible for the observance by its sublessees of the terms and covenants contained in this Lease. On or before January 1st and July 1st of each year of the Initial Term or Option Period of this Lease, Lessee shall report to Landlord any subleases of the Premises, or any improvements thereon and, upon request of Landlord, Lessee shall furnish Landlord with a copy of the Sublease Agreement. In addition, Lessee shall provide a list of its sublessees and the sublessees contact information and shall provide to Landlord updated information whenever said sublessees information changes.

10.06 Rights Upon Expiration.
At the expiration of this Lease, Lessee shall return the Premises to Lessor clear of all improvements above and below ground level and to have the soil compacted to Lessor's specifications, with no subterranean uses.

Within one hundred twenty (120) days prior to the expiration of this Lease and prior to removing any improvements from the Premises, Lessee, at its own cost and expense, shall cause to be made, executed, and delivered to Lessor two (2) separate bonds, as follows:

A. A contract surety bond in a sum equal to the full amount for the removal of improvements and the compaction of the soil.

   Said bond shall guarantee the faithful performance of necessary construction and completion of removal of the improvements and compaction in accordance with approved final plans and detailed specifications which have been approved by the Director and appropriate City departments; and shall guarantee Lessor against any losses and liability, damages, expenses, claims and judgments caused by or resulting from any failure of Lessee to perform completely the work described as herein provided.

B. A payment bond with Lessee's contractor or contractors as principal, in a sum equal to the full amount of the removal and compaction contract awarded.

   Said bond shall guarantee payment of all wages for labor and services engaged and of all bills for materials, supplies, and equipment used in the performance of said removal and compaction contract.

In accordance with Article 3503.004 of the Texas Insurance Code, if a performance bond is in an amount of excess of ten percent (10%) of the surety's capital and surplus, the Lessor will require, as a condition to accepting the bond(s), a written certification from the surety that the surety has reinsured the portion of the risk that exceeds ten percent (10%) of the surety's capital and surplus with one or more reinsurers who are duly authorized, accredited or trusted to do business in the State of Texas.

In lieu of the payment and performance bonds described in Paragraph A and B, above, Lessee may, at Lessee's option, provide Lessor with an irrevocable Letter of Credit, in a form acceptable to the Director in her/his reasonable discretion, and subject to approval by the City Attorney, in an amount equal to the full amount of the removal and compaction contract awarded. Such Letter of Credit shall be issued by a national banking association shall provide for partial draws, and shall have an expiration date of at least ninety (90) days after the completion date provided in the removal and compaction contract. Such Letter of Credit shall be payable upon presentment accompanied by an affidavit by an authorized representative of Lessor indicating that the proceeds to be paid will be used by Lessor to either (i) pay sums due and owing pursuant to the removal contract awarded or (ii) complete removal of the improvements contemplated by the removal and compaction contract.

In addition, upon expiration of this Lease for any reason and no later than thirty (30) days after the complete removal of improvements, Lessee, shall provide Lessor with an engineering report on the compaction of the Premises and the Lessee's Report as identified in Paragraph 5.03D of this Lease and if, in the opinion of Lessor, the engineering report on compaction indicates the soil has not been compacted in accordance with approved plans or if Lessee's Report indicates that the Premises are in violation of applicable Environmental Laws, then Lessee shall perform work as is necessary to cause the Premises to be in compliance with approved plans and applicable Environmental Laws.

Lessee shall have one hundred and eighty (180) days after expiration in which to remove such improvements and compact the soil, at its sole cost and expense; provided that any occupancy by Lessee for the purposes of removing the improvements and compacting the soil and for completing the Lessee's Report and any required remediation of the Premises shall be subject to the rent due hereunder and provided further that Lessee shall continue to be bound by the terms and conditions of this Lease. Lessee and Lessor agree that this continued tenancy will not be continued as an extension or renewal of the lease term for other than the aforementioned one hundred eighty (180) days.

If Lessee fails to remove said improvements and compact the soil, to provide the required engineering report or an environmental assessment or to complete any required remediation of the Premises, Lessor may elect to perform the identified requirements and Lessee shall promptly reimburse Lessor for all its costs upon written notice from Lessor.

10.07 Landlord's Lien.

It is expressly agreed that in the event of default in the payment of Rent or any other sum due from Lessee to Lessor under the terms of this Lease, Lessor shall have a lien upon all goods, chattels, personal property or equipment, save and except delivery vehicles or rolling stock belonging to Lessee which are placed in, or become a part of, the Premises, as security for Rent due and to become due for the remainder of the Lease term, which lien shall not be in lieu of or in any way

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

ARTICLE XI - GENERAL PROVISIONS

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

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

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

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

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

11.04 Notices.
All notices provided to be given under this Lease shall be given by a) expedited delivery service with proof of delivery, or b) United States Mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the proper party at the following addresses:

LESSOR: City Clerk
City of El Paso
P.O. Box 1890
El Paso, Texas 79950-1890

Director of Aviation
El Paso International Airport
6701 Convair Rd.
El Paso, Texas 79925-1091

LESSEE: NOFVBC, LLC
3725 Cumberland
El Paso, Texas 79903

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

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

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

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

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

11.08 Compliance with Nondiscrimination Requirements.

During the performance of this contract, the Lessee, for itself, its assignees, and successors in interest (for purposes of this Section 11.08 hereinafter referred to as the "Contractor"), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Lessor (for purposes of this Section 11.08 hereinafter referred to as the "sponsor") or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
    a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
    b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor

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

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

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

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

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

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

otherwise be subjected to discrimination, (3) that the Lessee will use the premises in compliance with all other requirements imposed by or pursuant to the listed acts and authorities appearing in the Acts and Regulations.

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

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

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities

with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). Grantee shall take reasonable steps to ensure that LEP persons have meaningful access to its programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination because of sex in education programs or activities (20 USC 1681 *et seq.*).

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

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

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

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

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

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

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

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

11.17 Taxes and Other Charges.
Lessee shall pay all taxes and governmental charges of any kind whatsoever that may be assessed against Lessee or Lessor, with respect to the Premises, any improvements, equipment, personal property or inventory thereon or Lessee's use and/or occupancy of the Premises, during the Term of this Lease including any extensions granted thereto. By March 1 of each year of this Lease and at no charge to Lessor, Lessee will provide written proof satisfactory to the Director that all taxes and governmental charges of any kind as described herein have been paid in full.

Lessor is a tax-exempt governmental entity and shall not be responsible for any taxes or assessments arising from Lessee's use of the property or possession of the Premises.

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

11.18 Waiver of Warranty of Suitability.
LESSOR DISCLAIMS ANY WARRANTY OF SUITABILITY THAT MAY ARISE BY OPERATION OF LAW. LESSEE LEASES THE PREMISES AS IS AND LESSOR DOES NOT WARRANT THAT THERE ARE NO LATENT DEFECTS THAT ARE VITAL TO LESSEE'S USE OF THE PREMISES FOR THEIR INTENDED COMMERCIAL PURPOSE NOR SHALL LESSOR BE RESPONSIBLE OR LIABLE FOR ANY CONDITION OF THE PREMISES WHICH SHALL SOLELY BE THE RESPONSIBILITY OF LESSEE.

11.19 Survival of Certain Provisions.
All provisions of this Lease which expressly or impliedly contemplate or require performance after the cessation, expiration, cancellation, or termination of this Lease hereunder shall survive such cessation, expiration or termination of this Lease, including without limitation, Paragraphs 5.03 and 6.06.

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

Lessor reserves for itself and any authorized agent to, at any reasonable time and with 24-hour notice, enter upon and inspect the Premises for all legal purposes, including without limitation the purpose of ascertaining whether the maintenance of such parcel, and the maintenance, construction, or alteration of structures thereon are in compliance with all the Environmental Laws

and for the purpose of showing the Premises; Lessor shall not be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

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

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

11.23 Effective Date/Memorandum.
Regardless of the date signed, this Lease shall be effective as of the date indicated in the Term section of this Lease. Simultaneously with the full execution and delivery of this Lease, Lessor and Lessee may execute and acknowledge a memorandum of this Lease in form and substance reasonably acceptable to Lessor and Lessee. If the parties execute said memorandum, Lessee shall provide to Lessor a copy of the memorandum filed of record in the Real Property Records for El Paso County, Texas.

(Signatures begin on following page)

LESSOR'S SIGNATURE AND ACKNOWLEDGMENT

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

LESSOR: CITY OF EL PASO

_____
Tomás González
City Manager

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Josette Flores
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Samuel Rodriguez, P.E.
Director of Aviation

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

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

_____
Notary Public, State of Texas

My Commission Expires:

_____

(SIGNATURES CONTINUE ON THE FOLLOWING PAGE)

LESSEE'S SIGNATURE AND ACKNOWLEDGMENT

LESSEE:
By: NOFVBC, LLC

Print Name: VICTOR JACQUEZ
Title: _____

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 5TH day of AUGUST, 2021, by VICTOR JACQUEZ, its MANAGER of NOFVBC, LLC (Lessee).

Notary Public, State of TEXAS

My Commission Expires:
2 JULY 2023

Faith Roseann Carrillo
My Commission Expires
07/02/2023
ID No. 125393448

BROCK & BUSTILLOS INC.
CONSULTING CIVIL ENGINEERS LAND SURVEYORS

ROMAN BUSTILLOS, P.E.
President
RANDY P. BROCK, P.E.
Executive Vice President
SERGIO J. ADAME, P.E.
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President - Surveying
ISAAC CAMACHO, R.P.L.S.
Survey Manager
TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

METES AND BOUNDS DESCRIPTION
(7600 BOEING DRIVE)

A 0.8849 acre parcel situate within the corporate limits of the City of El Paso, El Paso County, Texas as Lot 1 and the westerly 34.00 feet of Lot 2, Block 8, El Paso International Airport Tracts Unit 2, as filed in Volume 18, Page 31 of the Plat Records of El Paso County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING for reference at a Concrete Nail found at the centerline point of curvature of Boeing Drive right-of-way (68 feet wide); ***THENCE,*** following said centerline of Boeing Drive, North 81°10'07" East, a distance of 1,499.44 feet, (North 81°12'27" East, 1,499.76 feet~measured); ***WHENCE,*** a Bridge Nail found at the centerline right-of-way intersection of said Boeing Drive and Beech Street (68 feet wide), bears North 81°10'07" East, a distance of 1,246.00 feet (North 81°11'36" East, 1,246.58 feet~measured); ***THENCE***, leaving the centerline of said Boeing Drive, South 08°49'53" East, a distance of 34.00 feet to a chiseled "Arrow" on concrete found on the southerly right-of-way line of Boeing Drive for the **POINT OF BEGINNING** of the parcel herein described;

THENCE, following the southerly right-of-way line of Boeing Drive, North 81°10'07" East, at a distance of 134.00 feet pass the boundary line common to said Lots 1 and 2 and continuing on for a total distance of 168.00 feet to a chiseled "X" on sidewalk found for the northeasterly corner of the parcel herein described;

THENCE, leaving the southerly right-of-way line of said Boeing Drive, South 08°49'53" East, a distance of 205.50 feet to a Concrete Nail on rockwall found on the boundary line common to said Lot 2 and Lot 15, Block 8, El Paso International Airport Tracts Unit 2 for the southeasterly corner of the parcel herein described;

THENCE, following the boundary line common to said Lots 2 and 15, South 81°10'07" West, at a distance of 34.00 feet pass a 1/2-inch rebar with survey cap No. "TX 5152" found for a corner common to said Lots 1, 2, 15 and 16, Block 8, El Paso International Airport Tracts Unit 2 and continuing along the boundary line common to said Lots 1 and 16 for a total distance of 188.00 feet to a chiseled "X" found on curb for the southwesterly corner of said Lot 1, identical to the northwesterly corner of said Lot 16 and the easterly right-of-way line of Grumman Street (68 feet wide);

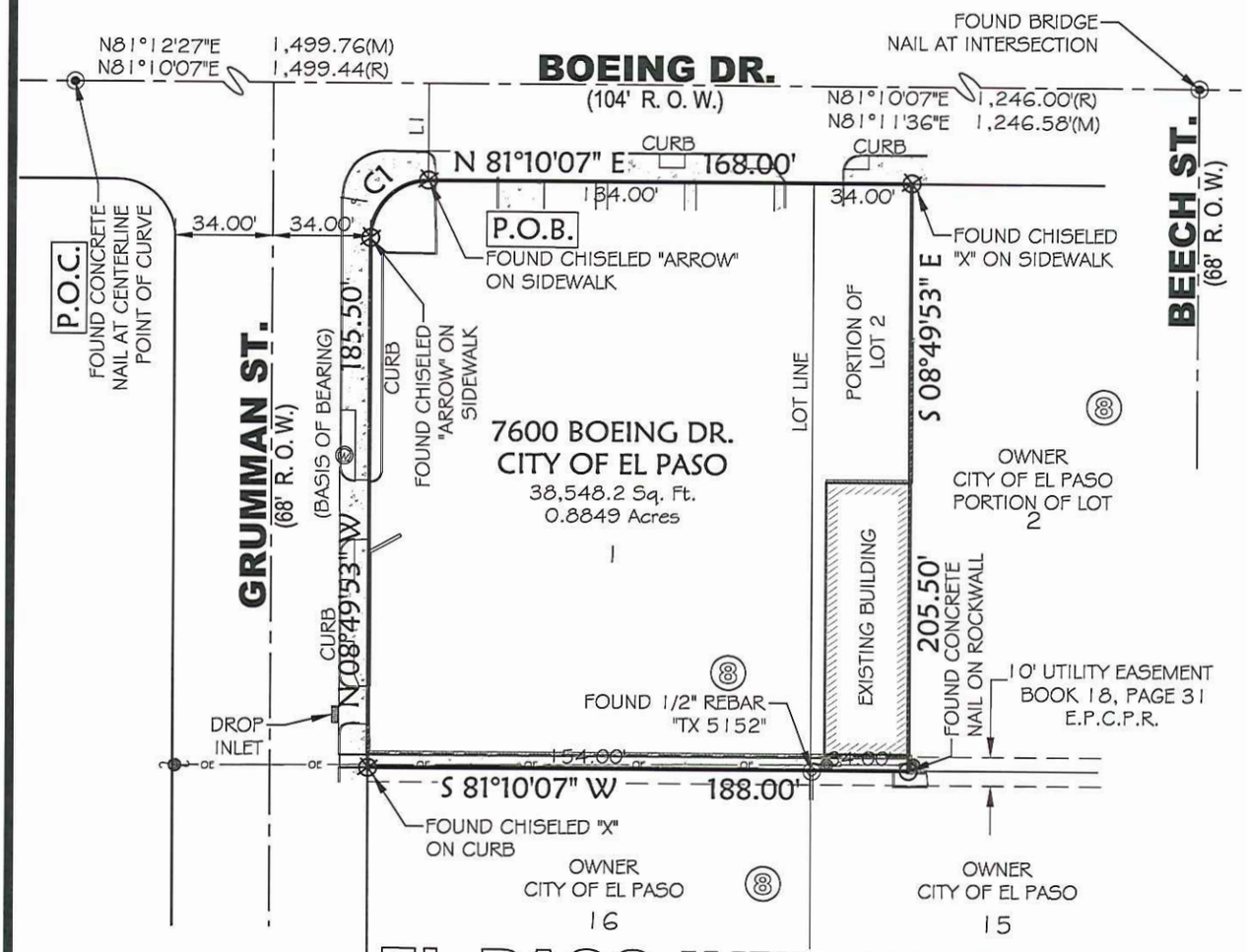
THENCE, leaving the boundary line common to said Lots 1 and 16 and following the easterly right-of-way line of said Grumman Street, North 08°49'53" West, a distance of 185.50 feet to a chiseled "Arrow" on sidewalk found for a point of curvature;

THENCE, continuing along the easterly right-of-way line of said Grumman Street along the arc of a curve to the right having a radius of 20.00 feet, a central angle of 90°00'00", an arc length of

31.42 feet and whose long chord bears North 36°10'07" East, a distance of 28.28 feet to the ***POINT OF BEGINNING***.

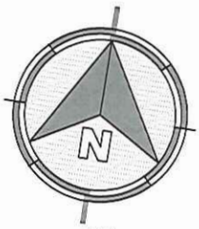
Said Parcel containing 0.8849 acres (38,548.2 square feet), more or less, and being subject to any easements, restrictions or covenants of record.

Aaron Alvarado, R.P.L.S. TX 6223
Date: March 22, 2017
05878-012-7600 BOEING-DESC.doc



EL PASO INTERNATIONAL AIRPORT TRACTS UNIT 2

VOLUME 18, PAGE 31 E.P.C.P.R.



0 60' 120'

SCALE: 1" = 60'

LINE TABLE		
LINE	LENGTH	BEARING
L1	34.00'	S08°49'53"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	31.42'	20.00'	90°00'00"	28.28	N36°10'07"E

LEGEND

- PROJECT BOUNDARY
- LOT LINE
- RIGHT-OF-WAY
- CENTERLINE OF RIGHT-OF-WAY
- EASEMENT LINE
- OVERHEAD ELECTRIC LINE — OE —
- POWER/UTILITY POLE
- WATER METER (W)
- PARKING/ROAD SIGN
- CONCRETE AREA
- LOT NUMBER 2
- BLOCK NUMBER (2)
- EL PASO COUNTY PLAT RECORD E.P.C.P.R.

SUPPLEMENTAL NOTES

1. THERE WERE OTHER EXISTING IMPROVEMENTS WITHIN SUBJECT PROPERTY AT THE TIME OF FIELD WORK, BUT ONLY EXISTING IMPROVEMENTS NEAR PERIMETER OF BOUNDARY WERE REQUIRED FOR THIS SURVEY.
2. SUBJECT PROPERTY IS LOCATED IN ZONE "C" (DESIGNATES AREAS OF MINIMAL FLOODING) AS DETAILED ON CITY OF EL PASO FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 480214 0035B, DATED OCTOBER 15, 1982.
3. SUBJECT PROPERTY IS ZONED "SCZ SD5" (SMART CODE-SPECIAL DISTRICT) AS DESIGNATED AT THE CITY OF EL PASO G.I.S. WEBSITE www.pdnmapa.com.

REFERENCE DOCUMENTS

1. SUBDIVISION PLAT FOR EL PASO INTERNATIONAL AIRPORT TRACTS UNIT ONE IN BOOK 18, PAGE 30 OF THE EL PASO COUNTY PLAT RECORDS.
2. SUBDIVISION PLAT FOR EL PASO INTERNATIONAL AIRPORT TRACTS UNIT TWO IN BOOK 18, PAGE 31 OF THE EL PASO COUNTY PLAT RECORDS.

CERTIFICATION

I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY IS BASED ON AN ACTUAL SURVEY PERFORMED ON THE GROUND BY ME OR UNDER MY SUPERVISION AND THAT THE INFORMATION CONTAINED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

AARON ALVARADO, TX. R.P.L.S. NO. 6223

STATE OF TEXAS REGISTERED AARON ALVARADO 6223 PROFESSIONAL LAND SURVEYOR

LEASE BOUNDARY & PARTIAL IMPROVEMENT SURVEY

DRAWN BY: J.G. CHECKED BY: A.A. DATE: 03-22-2017 SCALE: 1" = 60'

LOT 1 AND THE WESTERNLY 34.00 FEET OF LOT 2, BLOCK 8,
EL PASO INTERNATIONAL AIRPORT TRACTS UNIT 2,
CITY OF EL PASO, EL PASO COUNTY, TEXAS.

BROCK & BUSTILLOS INC.
CONSULTING CIVIL ENGINEERS
LAND SURVEYORS
TBPE REG. NO. F-737
TBPLS REG. NO. 101314-00
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FILE NO: 05878-012

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Exhibit "B"

DECLARATION OF RESTRICTIONS AND COVENANTS

INDUSTRIAL ZONES

Blocks 1-A, 1-B, 1-C, 2-A, 2-B, 2-C, 3, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 18

El Paso International Airport

El Paso, Texas

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DECLARATION OF RESTRICTIONS AND COVENANTS

INDUSTRIAL ZONES

Blocks 1-A, 1-B, 1-C, 2-A, 2-B, 2-C, 3, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 18

El Paso International Airport

El Paso, Texas

THIS DECLARATION, made this 11th day of june, 1991, by the City of El Paso, a political subdivision of the State of Texas, hereinafter referred to as the "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of El Paso International Airport, located in the City of El Paso, State of Texas, hereinafter referred to as the "Airport", and,

WHEREAS, Declarant has established a general overall Development Plan for the development of said Airport, as set forth in the report "Preliminary Development Plans, El Paso International Airport General Aviation and Industrial Facilities" issued by Smith and Cremans Associates and Wilsey, Ham, and Blair, October, 1960, as amended and,

WHEREAS, Delcarant has included in said overall Development Plan certain property for the establishment of a desirable industrial environment for certain manufacturing, business, or industrial uses, and,

WHEREAS, Delcarant desires to subject the development of said property to certain conditions, restrictions, and covenants in order to ensure the development of a desirable environment for said activities, and to ensure that said development will be

compatible with adjacent land uses on the Airport by performance, appearance, and general operating characteristics.

NOW, THEREFORE, Declarant hereby declares that the property more particularly described hereinafter is and shall be held and conveyed subject to the conditions, restrictions and covenants hereinafter set forth, each and all of which are for the benefit of each Tenant of any portion of said property and each and all of which shall inure to and pass with each and every Lot on said property, and each and all of which shall apply to and bind the respective successors in interest of said property and any portion thereof, as follows:

ARTICLE 1

PROPERTY

The real property subject to this Declaration is situated on the El Paso International Airport, and is more particularly described as follows: El Paso International Airport Tracts, Blocks 1-A, 1-B, 1-C,2-A, 2-B, 2-C, 3, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15,16 and 18.

ARTICLE 2

DEFINITIONS

The words and phrases defined in this Article shall have the following meanings when used elsewhere in this Declaration:

2.01 Airport Board: An advisory board appointed by the Mayor and City Council for the purpose of advising them with respect to Airport matters.

2.02 Airport Manager: The Manager of El Paso International Airport.

2.03 Building: The main portion of any building located on a

Lot and all projections or extensions therefrom, including garages, outside platforms and docks, carports, canopies, and porches. Ground cover shall not be included.

2.04 Building Coverage: The surface area of a Building Site that may be covered by Buildings, expressed as a percentage of the total site area.

2.05 Building Site: The entire Lot or Lots (if contiguous) leased by one Tenant.

2.06 City: The City of El Paso, Texas, its duly elected Council, or any duly constituted agent or committee representing said Council to fulfill the obligations herein required.

2.07 Declarant: The City of El Paso, a political subdivision of the State of Texas.

2.08 FAA: The Federal Aviation Administration of the U. S. Government or any federal agencies succeeding to its jurisdiction.

2.09 Front Lot Line: The property line that faces a Street. On corner Lots or Lots fronting on two parallel Streets, the Front Lot Line shall mean the property lines facing each Street, one of which shall be designated by the City as the principal Street.

2.10 Improvements: Improvements shall mean but shall not be limited to Buildings, bridges, overpasses, retaining walls, ditches, culverts, lighting supports, earth fills, earth excavations, paving, ground cover, sidewalks, fences, screening walls, signs, and landscaping, constructed, installed, or placed on, under, or above any Lot by or on account of a Tenant.

2.11 Industrial Park Commercial Support: The retail sale of goods and services on a limited basis primarily to the employees of the Tenants in the Industrial Zones as specifically provided herein.

2.12 Lot: One of the numbered parcels on the map entitled "El Paso International Airport Tracts" as filed with the County Clerk, County of El Paso, Texas.

2.13 Rear Lot Line: The property line generally parallel to the Front Lot Line and contiguous to another Lot. On corner Lots, the Rear Lot Line shall be parallel to the Front Lot Line facing the principal Street; on Lots fronting on two parallel Streets, there shall be no Rear Lot Line.

2.14 Setback: The distance a Building must be set back from the property line of a Lot.

2.15 Street: Any street, highway, or other thoroughfare shown on the map entitled "El Paso International Airport Tracts," as filed with the County Clerk, County of El Paso, Texas.

2.16 Tenant: Any person, firm, or corporation leasing or subleasing one or more Lots or space in a Building on a Lot.

ARTICLE 3

PERMITTED USES AND PERFORMANCE STANDARDS

3.01 PERMITTED USES: No Building, structure, or land shall be used for any purpose other than the following, or any combination thereof, and such uses shall satisfy the standards set forth in this Declaration:

A. Block 3:

1. Administrative, professional, or government offices.

2. Scientific or research laboratories, including incidental pilot plants in connection therewith.

B. Block 1-A; Block 1-B; Block 1-C, Lots 1, 2, 3, and 3A; Block 2-A; Block 2-B; Block 2-C, Lots 1 through 10; and

Block 5, Lots 1 through 10:

1. Administrative, professional, or government offices.
2. Scientific or research laboratories, including incidental pilot plants in connection therewith.
3. Wholesaling.
4. Warehousing.
5. Distribution of products and merchandise, but excluding retail sales of consumer goods such as are usually sold to the general public.
6. Processing and compounding of materials.
7. Fabricating and assembling of products.
8. Servicing, maintenance, and storage for car/truck rental and leasing fleet.
9. Accessory uses directly related to the principal use on the Building Site, including but not limited to:
   a. Facilities for furnishing meals and selling refreshments and personal convenience items solely to employees of the Tenants of a Lot and the guests and management thereof; provided that such facilities shall be located completely within a Building on said Building Site, with no external evidence thereof, including any signs relating thereto.
   b. Motor Pools, including service station facilities used for services of on-premises motor pools, but excluding public sales or service.

c. Business signs for identification in accordance with provisions of Article 4, Paragraph 4.04.

d. Outdoor storage facilities as an auxiliary or accessory use when screened from abutting public thoroughfares and other properties by masonry so erected as to screen completely stored materials and vehicles from view at any point at the property line.

C. Block 2-C, Lots 6 through 9; Blocks 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16:

1. All uses permitted in Paragraphs 3.01(A) and (B) of this Article.

2. Certain commercial uses which will perform a necessary and desirable service for all tenants in the Light Industrial Zone of the Airport, including but not limited to:

a. Banking institutions;

b. Engineering, reproduction, and art supply firms;

c. Reproduction facilities; and any other use which, in the judgment of the City, will contribute to the effective operation of all industrial tenants, their employees, and invitees. Such uses shall be governed by all performance, architectural, and building standards as herein set forth, and shall in all ways be compatible with the intent of the plans for development of land uses on the Airport.

D. Block 1-C, Lot 4:

1. Hotels, including restaurants and gift shops incidental to the primary use.

2. All uses permitted in Paragraph 3.01(A) of this Article.

E. Block 18: Automobile parking for the public and Airport employees.

3.02 PROHIBITED USES: The following uses shall not be permitted on a Lot at any time: residential; fast food and takeout restaurants; retail commercial except as otherwise specified; trailer courts; labor camps; junkyards; mining and quarrying; lumber or building materials yards; dumping, disposal, incineration, or reduction of garbage, sewage, offal, dead animals, or refuse; fat rendering; stockyards or slaughtering of animals; smelting of iron, tin, zinc, or other ores; and large animal raising.

3.03 APPROVAL OF USES: Certain industrial uses may neither be specifically prohibited nor specifically permitted. In these cases, approval in writing of the use must be obtained from the Declarant or its authorized agent prior to approval of plans and specifications for construction of the facility. Plans and specifications must be submitted to the Declarant by way of the Airport Manager over the signature of the Tenant or the Tenant's authorized representative. The Declarant or its authorized agent shall then have thirty (30) working days from receipt of the plans and specifications to approve or disapprove them. If, after thirty (30) working days, the Declarant or its authorized agent has not approved or disapproved said plans, it shall be

conclusively presumed that the Declarant has disapproved said use.

3.04 PERFORMANCE STANDARDS: No Lots shall be used or occupied in any manner so as to create any dangerous, injurious, noxious, or otherwise objectionable conditions that may affect any other Lots, including but not limited to:

Hazardous activities
Vibration or shock
Noise
Smoke, dust, odor, or other forms of air pollution
Heat or glare
Electronic or radio interference
Illumination
Liquid or solid refuse or waste
Other substance, condition, or element in such amount as to affect the surrounding area or adjoining premises

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

B. VIBRATION OR SHOCK: No vibration or shock perceptible to a person of normal sensibilities shall be permitted within fifty (50) feet of the property line.

C. NOISE. No noise objectionable to a person of normal sensibilities shall be permitted within fifty (50) feet of the property line.

D. AIR POLLUTION: Except for the operation of motor vehicles to, from, and on a Lot as incidental to the use thereof, the following requirements shall apply:

1. Any use producing smoke, gas, dust, odor, fumes, aerosols, particulates, products of combustion, or any other atmospheric pollutant shall be conducted

within a completely enclosed building.

2. Any use producing atmospheric emissions shall comply with the standards of the U. S. Environmental Protection Agency, the Texas Air Control Board, any local environmental regulatory body, or any successor organizations performing similar functions, as such regulations exist at the date of the lease to which this Declaration is attached, or which may be enacted during the term of such lease.

3. The emission of odors which are detectable at any point beyond the property line of any plant will not be permitted.

E. DUST CONTROL: All ground areas not covered by structures shall be landscaped or surfaced with concrete, asphaltic concrete, asphalt oil, or other comparable dust-free surfacing; shall be maintained in good condition, free of weeds, dust, trash, and other debris; and shall be properly drained and graded. Such development shall be accomplished before issuance of a certificate of occupancy.

F. HEAT OR GLARE: Any operation producing intense glare or heat shall be performed within an enclosed or screened area in such manner that the glare or heat emitted will not be discernible from the property line.

G. ELECTRONIC OR RADIO INTERFERENCE: No electrical, electronic, or radio emissions shall be produced that will interfere, obstruct, or adversely affect the operation of air navigation aids and Airport communications.

H. ILLUMINATION:

1. The source of illumination of any kind on a Lot shall not be visible at the property line except for normal installation of standard interior lighting fixtures within Buildings.
2. The maximum height of any lighting standard shall be limited to thirty (30) feet above curb level.
3. The intensity of illumination shall be limited to 10 foot candles or 0.1 lumens per square foot for open areas or surfaces visible at the property line.
4. The design and location of exterior lighting shall comply in all respects to the requirements of the FAA or any successor agencies and other governmental agencies having applicable jurisdiction with respect to height, type, and placement of lighting standards as they may affect the safety of flight operations into, from, and around the Airport.

I. REFUSE AND TRASH: No refuse or trash shall be kept, stored, or allowed to accumulate on any Lot.

J. SEWAGE DISPOSAL SYSTEMS: No cesspool, septic tank, or other sewage disposal system or device shall be installed, maintained, or used on any Lot without the approval of the City.

ARTICLE 4

REGULATION OF IMPROVEMENTS

4.01 MINIMUM SETBACK LINES. No structure of any kind and no part thereof shall be placed on any Lot closer to a property line than hereby described.

A. Front Setbacks: Setbacks from Front Lot Lines shall be a minimum of twenty-five (25) feet from the Street; the area between the Street(s) and the Front Setback Line shall be landscaped. If visitor parking is provided in the front Setback area, all Buildings shall be set back a minimum of eighty (80) feet from the Lot line. If the Tenant's Lot or Lots front on more than one Street, the front Setbacks shall be from all Lot lines facing a Street.

The front Setback area(s) shall be landscaped and planted in accordance with the Airport Landscaping Standards except for areas used for parking lots, driveways, or sidewalks. In no event shall less than twenty percent (20%) of the required minimum front Setback area(s) facing a Street be landscaped and planted. If no parking area is provided in the front Setback area(s), the entire front Setback area(s) shall be landscaped.

B. Side Setbacks: Side Setbacks shall be a minimum of twenty (20) feet, and up to a maximum of fifty percent (50%) of the required minimum Setback shall be landscaped and planted at the discretion of the Declarant or its authorized agent. If a single Tenant uses two or more Lots with a common boundary line between them, the side Setback restrictions may be waived by the Declarant or its authorized agent for the term of the shortest lease.

C. Rear Setbacks: Rear Setbacks shall be twenty (20) feet from the Lot line or utility easement line, except that Buildings on Lots abutting railroad spurs may have loading docks extending to the Rear Lot Line, provided such construction does not

interfere with utility services.

D. Exclusions from Setback Requirements: The following structures or Improvements are excluded from the Setback requirements:

1. Roof overhang.
2. Steps and walks.
3. Paving and associated curbing, except that parking areas will not be permitted within ten (10) feet of Street property lines.
4. Fences.
5. Landscaping.
6. Planters, none over four (4) feet in height.
7. Railroad spur tracks, switches, and bumpers.
8. Approved signs identifying the Tenant or Subtenant.

4.02 EXCAVATION:

A. General: No excavation shall be made by a Tenant unless the excavation is directly related to the construction of an Improvement. When construction is complete, all disturbed ground shall be filled or graded and shall be landscaped in accordance with and conform to the Airport Landscaping Standards.

B. Cut and Fill: The Declarant or any authorized agent thereof may at any time make such cuts and fills on any Lot or other part of said Lot and do such grading and moving of earth as, in its judgment, may be necessary to improve or maintain the Streets in or adjacent to any Lot and to drain surface waters therefrom; provided that after the principal structure on a Lot shall have been completed in accordance with approved plans, the rights of the Declarant under this Paragraph 4.02 shall terminate with respect to such Lot, except that the Declarant shall thereafter have the right to maintain existing Streets and drainage structures.

4.03 LANDSCAPING: Every Lot on which a Building shall have been placed shall have landscaping according to plans prepared in accordance with the standards established in this Paragraph 4.03 and any amendments or successor standards thereto, including standards used by the Airport Architectural Review Committee. The first phase of such landscaping, as approved, shall have been completed within ninety (90) days from the date the certificate of occupancy has been filed, with a copy sent to the Airport Manager, on the initial Building.

Setback areas shall be landscaped to the minimum extent outlined in Paragraph 4.01(A) and (B). In addition, paving or landscaping shall extend from the property line to the curb, such paving and landscaping to be compatible with treatment for this area on other lots on the same block.

All trees shall be limited to a height of thirty-five (35) feet above the curb line.

Desert planting, defined as native desert plants set in a ground cover of boulders, pebbles, and/or sand, shall not comprise more than twenty percent (20%) of any given setback area planting program. This limitation may be waived by Declarant or its authorized representative upon submittal of detailed landscape plans indicating a greater coverage by desert planting.

Tenants are encouraged to expand landscape development plans to include such elements as pools, fountains, sculpture, rock arrangements, sheltered outdoor seating areas, all subject to design approval by the Declarant or its authorized agent prior to installation.

Where specific plants are named on the plan, only those

species and varieties may be planted on the locations shown. These are within public areas only.

Within setback areas fronting on streets where "Fine Textured Plants" are desired, Tenants are encouraged to select from the following list:

TREES:
Albizzia julibrissin
Cupressus arizonica
Juniperus scopulorum
Pinus halepensis
Elaeagnus angustifolia
Chilopsis linearis
Prosopis glandulosa
Parkinsonia aculeata
Punica granatum
Juniperus chinensis
Thuja orientalis
Gleditsia triacanthos inermis
Pinus pinea
Cupressus sempervirens glauca
Pinus nigra

SHRUBS:
Cortaderia selloana
Juniperus varieties
Thuja varieties
Caesalpinia quilliesi
Cotoneaster pannosa and p.
Pouquieria splendens
Leucophyllum frutescens
Spartium junceum
Tamarix sp.
Ruxus japonica
Dasylirion texanum
Punica granatum nana
Rosmarinus officinalis

VINES:
Gelsemium

LOW PLANTING:
Cotoneaster adpressa
Cotoneaster horizontalis
Juniperus varieties
Lavandula officinalis
Punica chico
Santolina chamaecyparissus
Yucca filamentosa
Gelsemium sempervirens
Liriope sp.
Rosamarinus prostrate varieties

Within setback areas fronting on streets where "Medium Textured Plants" are desired, Tenants are encouraged to select from the following list:

TREES:
Praxinus velutina
Lagerstroemia indica
Ulmus parvifolia
Carya illinoensis
Ulmus pumila
Malus in variety
Prunus cerasifera varieties
Prunus persica
Zizyphus jujuba

SHRUBS:
Ligustrum sp.
Vitex sp.
Sambucus glauca
Hibiscus syriacus
Lonicera sp.
Rosa multiflora and others
Xylosma japonica
Chaenomeles lagenaria
Cotoneaster parneyi

Melia azedarach
Koelreuteria paniculata

LOW PLANTING:
Chaenomeles japonica
Convolvulus cneorum
Plumbago capensis
Salvia coccinea
Euonymus fortunei
Lonicera sp.
Teucrium chamaedrys
Vinca major
Ajuga reptans

Elaeagnus fruitlandi
Euonymus japonicus
Forsythia intermedia

Jasminum hymile
Nandina domestica
Pyracantha in variety
Raphiolepis sp.
Spiraca van houltei
Abelia grandiflora
Jasminum floridum
Jasminum nudiflorum
Robinia hispida
Ternstroemia japonica

VINES:
Campsis radicans
Lonicera
Parthenocissus lowi
Rosa varieties
Trachelospermum asiaticum
Wisteria sp.
Polygonum auberti

Within setback areas fronting on streets where "Course Textured Plants" are desired, Tenants are encouraged to select from the following list:

TREES:
Morus striblingi
Maclura pomifera
Photinia serrulata
Ailanthus altissima
Magnolia grandiflora
Phoenix canariensis
Washingtonia robusta
Ficus carica

LOW PLANTING:
Hedera helix

SHRUBS:
Buddleia in variety
Eriobotrya japonica
Nerium oleander
Philadelphus virginalis
Pittosporum tobira
Viburnum sp.
Aucuba japonica in variety
Hex cornuta rotunda

VINES:
Parthenocissus quinquefolia
Parthenocissus tricuspidata

4.04 SIGNS: The number, size, design, and location of all signs displayed for observation from outside a Building whether displayed on, near, or within a Building shall be subject to approval by the Airport Manager after review by the Airport Architectural Review Committee prior to installation, and in accordance with any Airport Graphics Standards and any amendments

or successor standards thereto as may be adopted by the Airport Architectural Review Committee.

4.05 PARKING AREAS: Adequate off street parking shall be provided to accommodate the parking requirements of a business within the limits of the Lot. Parking for employees, visitors, and business vehicular traffic shall be provided on the Lot and designated by white lines painted on the paved surface. All parking must comply with applicable City parking ordinances.

Parking shall not be permitted on the public Streets and between the Street pavement and property line. If visitor parking is provided in the front Setback area, all Buildings shall be set back a minimum of eighty (80) feet from the Lot line. If visitor parking is permitted in the front Setback area(s), such parking shall be screened from the Street(s) by approved trees or shrubbery specified in the Airport Landscaping Standards or such other screening as may be approved by the Declarant or its authorized agent.

4.06 STORAGE AND VEHICLE LOADING AREA: All outside storage and refuse areas shall be constructed and contained to eliminate odors, insects, dust, visual nuisances, and other similar nuisances

No materials, supplies, or equipment, including company-owned or company-operated trucks, shall be stored in any area on a Lot except inside a closed Building or behind a barrier completely screening such areas from view of adjoining Lots and/or public Streets.

All provisions for the loading and maneuvering of vehicles incidental to the operation of the business shall be placed on the Lot(s) leased and shall not encroach into Setback areas

except the side setback area; on street vehicle loading shall not be permitted. Vehicle loading shall be permitted only at the rear of Buildings, or on a side, except that such loading performed at a side shall be completely screened from view of adjoining Lots and/or public Streets.

4.07 BUILDING HEIGHTS: Building heights shall be limited to the height requirements established in Federal Aviation Regulations Part 77 or successor regulations for the Airport but shall not exceed a maximum of thirty-five (35) feet above the curb line, including any building equipment, penthouse, extrusions, etc.

4.08 BUILDING COVERAGE:

A. Block 3: All Buildings and structures, or portions thereof, placed on the Lot(s) shall not cover more than forty percent (40%) of a Building Site.

B. Block 1-A, Block 1-B; Block 1-C; Block 2-A; Block 2-B; Block 2-C; Blocks 5, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16: All Buildings and structures, or portions thereof, placed on the Lot(s) shall not cover more than fifty percent (50%) of a Building Site.

4.09 BUILDING REGULATIONS:

A. General: Any Building, Improvement, or structure on a Lot shall conform to the following general conditions of construction practice.

B. City Zoning Code: The City of El Paso Zoning Code, as amended, shall apply except that in the event of a conflict between the City Zoning Code and the standards in this Declaration, the more stringent requirement shall apply.

C. FAA REGULATIONS: All construction must comply with applicable codes and ordinances and the rules and regulations of the FAA or any successor agencies, where applicable.

D. FINAL APPROVAL BY DECLARANT: Final approval of the compatibility of any Improvement with the overall architectural character of the Industrial Zones shall remain with the Declarant. Construction shall not commence before the Declarant or its authorized agent has granted final approval.

4.10 TYPE OF CONSTRUCTION:

A. BUILDING MATERIALS: All buildings shall be framed with reinforced concrete or masonry, structural steel, structural aluminum, or wood that has been satisfactorily treated to resist fire, rot, and insects. Approved siding shall be masonry, concrete or glass. Porcelain, enameled steel, anodized aluminum or treated wood may be used upon approval by the Airport Manager based upon the favorable recommendation of the Airport Architectural review Committee. Concrete, masonry, and treated wood siding shall be kept neatly painted, if used. State-of-the-art changes in types of construction may be permitted from time to time only upon the express condition that any such change be consistent with the intent of this Declaration and that any such change receives written approval of at least three members of the Airport Architectural Review Committee. Pre-fabricated metal buildings are specifically prohibited.

B. ROOF SCREENING: All heating and cooling towers, equipment, etc., placed on the roofs of Buildings shall be screened or enclosed from view so that they are architecturally compatible with the main portion of the Building.

C. ACCESSORY BUILDINGS, ENCLOSURES, AND FENCES: Accessory Buildings, enclosures, and fences shall enhance the design of and be of the same quality of materials as the Buildings they serve.

D. BUILDING CODES AND ORDINANCES: All Buildings shall conform to all local building codes and ordinances.

E. APPROVAL BY AIRPORT MANAGER: The type of building construction proposed shall be subject to the written approval of the Airport Manager as authorized agent of Declarant and the decision of Airport Manager shall be based on the recommendations of the Airport Architectural Review Committee and appealable to the City Council through the Airport Board.

4.11 PIPES: No water pipe, gas pipe, sewer pipe, or drainage pipe (other than those within structures) shall be installed or maintained on any Lot above the surface of the ground, except hoses and movable pipes used for irrigation or similar purposes.

ARTICLE 5

SUBMISSION OF PLANS FOR IMPROVEMENTS

5.01 SUBMISSION OF PLANS: All plans for Improvements shall be prepared by registered engineers, architects, and landscape architects; shall be of contemporary design; and shall require prior written approval by the Declarant or its authorized agent before any construction may begin.

Prior to the execution of a lease for a Building Site, the Declarant and the Tenant shall jointly determine a reasonable time schedule in which final plans and specifications shall be submitted and construction of facilities shall be completed. Such time schedule shall be incorporated in the lease.

The following plans shall be required for submission to the

Declarant within the time schedule determined:

A. Topographic, Grading, Drainage, Utility, and Plot Plans:

1. Topographic, grading, drainage, and utility plans showing one (1) foot contour intervals and spot elevations referenced to the Airport datum.

2. A plot plan at a scale not smaller than one (1) inch equals one hundred (100) feet showing the relationship of the proposed Improvements to the Lot(s) demised and to the Improvements on adjacent Lots, utilities, and access thereto, curbs, walks, driveways, parking areas, etc.

B. Floor Plans: Floor plans at a scale not smaller than one-sixteenth (1/16) inch equals one (1) foot.

C. Ground Cover Plans: Ground cover plans, including landscaping, in accordance with the Airport Landscaping Standards.

D. Renderings: A true architectural rendering of the proposed Buildings, including the proposed exterior color scheme, style, materials, and design and placement of signs.

E. Materials and Color Samples: Samples, no smaller than one (1) foot square, of all materials and/or paint or other coating colors to be used on the exterior of all Improvements that are visible from any point on any Lot line. The Declarant reserves the right to approve all said materials and/or colors and further reserves the right to suggest alternative materials and/or colors that, in the sole opinion of the Declarant, shall be determined to be more compatible with the Declarant's

objectives for the overall aesthetic character and quality of Improvements on the Airport.

F. Other Plans: Any other plans, specifications, or design features that the Declarant or its authorized agent may deem necessary and request.

5.02 FORM AND CONTENT OF PLANS: The Declarant or its authorized agent may promulgate rules governing the form and content of plans to be submitted for its approval and may issue statements of policy with respect to approval or disapproval of architectural styles, details, or other matters pertaining to the plans.

Such rules and such statements of policy may be amended or revoked by the Declarant at any time, and no inclusion in, omission from, or amendment of any such rule shall be deemed to bind the Declarant to its approval or to waive the exercise of the Declarant's discretion as to any such matter.

5.03 CODES AND REGULATIONS: All Improvements shall be planned and constructed in accordance with the rules and regulations established by the Declarant or its authorized agent, the laws and ordinances of the City, applicable building codes, and the rules and regulations of the FAA or any successor agencies, where applicable.

5.04 REVIEW OF PLANS: Plans and specifications for proposed Improvements submitted to the Declarant for approval by its authorized agent shall be reviewed by the Airport Architectural Review Committee as established by ordinance.

The Airport Architectural Review Committee shall submit in

writing to the Airport Manager, as authorized agent of the Declarant, the Committee's recommendation with respect to the plans and specifications of the proposed Improvements within thirty (30) working days of the original date of submission to the Declarant. The Airport Manager, shall within ten (10) days of receipt by him of the recommendations of the committee, approve or disapprove the plans and specifications. Any party dissatisfied with a decision of the Airport Manager based on the recommendation of the Airport Architectural Review Committee shall have the right to appeal such decision to the City Council through the Airport Board. The Airport Architectural Review Committee shall also be responsible for inspecting and continuous monitoring of construction, signs, installation of landscaping and review of the as-built plans.

5.05 BASIS FOR APPROVAL BY THE DECLARANT: Approval by the Declarant or its authorized agent shall be based on the adequacy of site dimensions and on the general conformity of the plans and specifications to the intent of this Declaration. The Declarant shall not arbitrarily, without written explanation, withhold approval of properly submitted plans and specifications.

Approval of any plans or specifications for use on any one Lot shall not be deemed a waiver of the discretionary right of the Declarant to disapprove the same plans or specifications if such plans or specifications are subsequently submitted for approval for use on any other Lot or Lots.

5.06 FAILURE TO APPROVE: If the Declarant fails to approve or disapprove plans and specifications within forty (40) working days after the same have been submitted, it shall be conclusively

presumed that the Declarant has approved said plans and specifications.

5.07 COMMITMENT TO CONSTRUCT: Upon approval by the Declarant of plans for construction of any structure, a copy of the approved plans shall be deposited for permanent record with the Declarant and a copy of such plans bearing the written approval of the Declarant shall be returned to the Tenant of the Lot(s) on which such structure is or will be placed.

Approval of these plans by the Declarant shall constitute a commitment on the part of the Tenant to erect and maintain the Improvements as proposed and approved within the time schedule established in Paragraph 5.01.

5.08 CONSTRUCTION WITHIN TIME SCHEDULE SPECIFIED: Any approved construction shall be prosecuted diligently in accordance with the approved plans and specifications and shall be completed within the specified time schedule. Failure to complete such work in the specified time schedule shall cause such approval to be automatically withdrawn unless the Declarant or its authorized agent grants written extension of such approval.

After such automatic withdrawal of approval, the Tenant will be considered in default of its lease for such Lot(s), and the Declarant may terminate such lease in accordance with the provisions of that document.

5.09 LANDSCAPING PLANS: Trees, shrubs, fences, hedges, or other landscaping shall not be planted, placed, or maintained on any Lot until a complete plan thereof has been submitted to and approved by the Declarant or its authorized agent in writing.

The landscaping plans shall be prepared in accordance with the Airport Landscaping Standards and shall be submitted at the same time as the other plans and specifications for proposed Improvements. The plans shall be reviewed by the Airport Architectural Review Committee in the same manner and time period as those required for architectural plans under Paragraph 5.04.

All plans for landscaping Improvements shall be prepared by registered or approved landscape architects. Final approval shall be by the Declarant or its authorized agent.

5.10 PLANS FOR ALTERATIONS IN IMPROVEMENTS: All plans for alterations to the leased Lot(s), either for the construction of additional facilities or alterations to existing Buildings, shall be prepared, submitted, and approved as outlined in Paragraphs 5.01 through 5.09 and shall be subject to the same restrictions as herein provided. This paragraph shall apply only to exterior or structural changes; alterations to the interior of Buildings shall not be considered unless they affect the performance standards in Article 3.

5.11 FEES: The Declarant shall charge and collect a reasonable fee, as determined every five years by the Declarant or its authorized agent, for architectural review and other reviews of plans submitted for approval. Such plans could relate to initial development or alterations to existing development. The fee shall be payable at the same time such plans are submitted. If initial plans or any subsequent plans are disapproved, an additional review fee, as determined by the Declarant or its authorized agent, shall be paid before further review.

The amount of such fee shall not exceed the actual cost to the Declarant of making such examination, including the cost of any architect's or engineer's fees incurred in connection therewith

ARTICLE 6

ENFORCEMENT

6.01 CONSTRUCTION WITHOUT APPROVAL: If any structure shall be erected, placed, altered, or maintained on any Lot other than in accordance with plans and specifications approved by the Declarant or its authorized agent, such erections, alterations, and maintenance shall be deemed to have been undertaken without the approval required herein. This restriction shall be applicable to landscaping and signage plans as well as to architectural plans.

In the event of such construction without approval, the Tenant will be considered in default of the lease for such Lot, and the Declarant may terminate the lease in accordance with the provisions set forth in that document.

6.02 ABATEMENT AND REMOVAL: If the Declarant determines that this Declaration is being violated by any Tenant on a Lot or Lots, the Declarant shall have the right after giving notice as required by the lease to enter the Lot(s) of such Tenant to determine the exact cause, effect a cure, and abate or remove the violation from the Lot(s). All the expenses incurred in this action shall be payable by the Tenant or subtenant of the facility in which the violation occurred.

6.03 SUIT: The Declarant or the Tenants of facilities affected by a violation shall have the right to file suit against violators of this Declaration, to prevent a violation, effect a cure, abate or remove a violation, or recover damages for said

6.04 ATTORNEY'S FEES: In any legal proceeding for the enforcement of this Declaration or prevention of a violation of this Declaration or any part hereof, the party against whom judgment is rendered shall bear the reasonable expense of attorneys' fees of the prevailing party in the amount to be specified by the Court.

6.05 RIGHT OF ENTRY AND INSPECTION: Any authorized agent of the Declarant, at any reasonable time and without notice, may enter on and inspect any Lot to ascertain whether the maintenance of such Lot, Improvements under construction, or alteration of structures thereon are in compliance with the provisions hereof. Neither the Declarant nor such authorized agent shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

6.06 FAILURE TO ENFORCE A RESTRICTION: The Declarant may fail to enforce any restriction herein specified on any Tenant on a Lot or Lots, but in no event should this be deemed a waiver of this Declaration or the right to enforce any restriction at a later date.

ARTICLE 7

MISCELLANEOUS PROVISION

7.01 ACCEPTANCE BY ALL TENANTS: Every person, firm, or corporation who shall hereafter acquire any right, title, or interest in any Lot(s) or Buildings or portions thereof shall have consented and agreed to every covenant and restriction herein contained or implied even though this Declaration may not have been made reference to or part of the documents received as a part of leasing a Lot or Building or any portion thereof.

7.02 ASSIGNMENT OF DECLARANT'S RIGHT AND DUTIES: The Declarant has certain rights, powers, and reservations as herein established by this Declaration and may assign to any person, firm or corporation these rights, powers, and duties evidencing its consent in writing to accept such an assignment and assume such duties. The person, firm or corporation having accepted the right of the Declarant shall also be bound to the obligations in this Declaration.

7.03 HOUSEKEEPING: If accumulations of weeds, rubbish, or items of equipment or supplies are permitted to remain on a Lot more than ten (10) days after a request in writing from the Declarant or its authorized agent to have them removed, the Declarant or its authorized agent may enter on any Lot to remove same by whatever means it deems necessary. Such entry shall not be deemed a trespass, and the Declarant shall not be subject to any liability therefor. The cost of such work shall be borne by the Tenant.

7.04 MAINTENANCE OF LANDSCAPING: The Declarant shall be the sole judge of the quality of maintenance of the landscaping. If landscaping areas are not maintained in accordance with the standards in the lease and those in this Declaration and the condition is not corrected within ten (10) days after written notice from the Declarant or its authorized agent, the Declarant or its authorized agent shall have the right to enter on any of the Lot(s) leased and plant or replant such areas, without being deemed guilty of trespass. The costs therefor, as determined by the Declarant, shall be paid by the Tenant.

7.05 SIDEWALKS PROHIBITED: The construction of sidewalks is prohibited except (1) between onsite parking areas and the Buildin they serve, (2) between Buildings involved in a single industrial activity for single Tenant, and (3) along the east side of Airport Road. Any sidewalks to be constructed in said areas shall be depicted on the plot plans and shall be subject to approval by the Declarant.

7.06 USE PERMITS. Such use and occupancy permits as may be required by the Building Code of the City of El Paso shall be maintained in force at all times by each tenant.

IN WITNESS WHEREOF, THE CITY OF EL PASO, The Declarant, has caused its name to be hereunto subscribed this 16 day of June, 19 91.

ATTEST:

City Clerk

CITY OF EL PASO:

Mayor

APPROVED AS TO CONTENT:

Airport Manager

APPROVED AS TO FORM:

Assistant City Attorney

LSISL/sys6.2

File #: 21-918, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 3
Airport, Sam Rodriguez, (915) 212-7301

AGENDA LANGUAGE:

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

This item is a Resolution to authorize the City Manager to sign Lease No. GS-07P-LTX00553 by and between the City of El Paso and the United States of America, by and through the designated representative of the General Services Administration, for office space and related areas, including parking, used by the Transportation Security Administration at the El Paso International Airport terminal building, located at 6701 Convair Rd., El Paso, Texas, to begin on September 1, 2021, for a ten year term with five of those years being firm; and that the City Manager or designee is authorized to sign lease amendments that do not affect the rent, term or leased premises area, so that, by way of example, City Manager or designee could sign a lease amendment to the exhibits.

The firm term of this Lease is five (5) years with one five (5) year option. The initial term rental is $250,644.24 per year, which includes office/administrative space and utilities.

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

DEPARTMENT: Aviation

AGENDA DATE: August 17, 2021

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

DISTRICT(S) AFFECTED: District 3

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

SUBJECT:

That the City Manager be authorized to sign Lease No. GS-07P-LTX00553 by and between the City of El Paso and the United States of America, by and through the designated representative of the General Services Administration, for office space and related areas, including parking, used by the Transportation Security Administration at the El Paso International Airport terminal building, located at 6701 Convair Rd., El Paso, Texas, to begin on September 1, 2021, for a ten year term with five of those years being firm; and that the City Manager or designee is authorized to sign lease amendments that do not affect the rent, term or leased premises area, so that, by way of example, City Manager or designee could sign a lease amendment to the exhibits.

The firm term of this Lease is five (5) years with one five (5) year option. The initial term rental is $250,644.24 per year, which includes office/administrative space and utilities.

BACKGROUND / DISCUSSION:
The Department of Aviation is requesting approval of this item to allow the Transportation Security Administration (TSA) may continue occupying 4,911 square feet of office/administrative space in the terminal building at the El Paso International. The Government requested a firm lease term of five (years) and one renewal option of an additional five (years). TSA is an integral part of daily operations at the Airport and a member of the team that ensures the security of the facility and the flying public.

PRIOR COUNCIL ACTION:
5/24/2011 – Lease No. GS-0713-16867, effective November 1, 2011

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

BOARD / COMMISSION ACTION:
N/A

DEPARTMENT HEAD: Samuel Rodriguez

Sam Rodriguez, P.E.
Chief Operations & Transportation Officer/Director of Aviation

RESOLUTION

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

That the City Manager be authorized to sign Lease No. GS-07P-LTX00553 by and between the City of El Paso and the United States of America, by and through the designated representative of the General Services Administration, for office space and related areas, including parking, used by the Transportation Security Administration at the El Paso International Airport terminal building, located at 6701 Convair Rd., El Paso, Texas, to begin on September 1, 2021, for a ten year term with five of those years being firm; and that the City Manager or designee is authorized to sign lease amendments that do not affect the rent, term or leased premises area, so that, by way of example, City Manager or designee could sign a lease amendment to the exhibits.

ADOPTED this _____ day of _____ 2021.

THE CITY OF EL PASO

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Josette Flores
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Samuel Rodriguez, P.E.
Director of Aviation

21-1003-1167/PL#1103780/TSA – Resolution – (expiration date: Aug. 31, 2026)/JF

A. This Lease is made and entered into between

El Paso International Airport

(Lessor), whose principal place of business is 300 N. Campbell St., El Paso, TX 79901-1402, and whose interest in the Property described herein is that of Fee Owner, and

The United States of America

(Government), acting by and through the designated representative of the General Services Administration (GSA), upon the terms and conditions set forth herein.

B. Witnesseth**:** The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

Lessor hereby leases to the Government the Premises described herein, being all or a portion of the Property located at

6701 Convair Rd., El Paso, TX 79925

and more fully described in Section 1 and Exhibit **A,** together with rights to the use of parking and other areas as set forth herein, to be used for such purposes as determined by GSA.

C. LEASE TERM

To Have and To Hold the said Premises with its appurtenances for the term beginning upon September 1, 2021 and continuing for a period of

10 Years, 5 Years Firm,

subject to termination and renewal rights as may be hereinafter set forth.

In Witness Whereof, the parties to this Lease evidence their agreement to all terms and conditions set forth herein by their signatures below, to be effective as of the date of delivery of the fully executed Lease to the Lessor.

FOR THE LESSOR:

Name: Tomas Gonzalez

Title: City Manager

Entity: City of El Paso

Date:

FOR THE GOVERNMENT:

Name:

Title: Lease Contracting Officer

General Services Administration, Public Buildings Service

Date:

APPROVED AS TO FORM:

Name: Josette Flores

Title: Sr. Assistant City Attorney

Date:

APPROVED AS TO CONTENT:

Samuel Rodriguez

Name: Samuel Rodriguez, P.E.

Title: Director of Aviation

Date: 8-9-2021

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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SECTION 1 THE PREMISES, RENT, AND OTHER TERMS

1.01 THE PREMISES (SEP 2015)

The Premises are described as follows:

A. Office and Related Space: 4,932 rentable square feet (RSF), yielding 4,932 ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 1st & 2nd floor(s) of the Building, as depicted on the floor plan(s) attached hereto as Exhibit B.

B. Common Area Factor: The Common Area Factor (CAF) is established as a factor of 1. This factor, which represents the conversion from ABOA to rentable square feet, rounded to the nearest whole percentage, shall be used for purposes of rental adjustments in accordance with the Payment Clause of the General Clauses.

1.02 EXPRESS APPURTENANT RIGHTS (SEP 2013)

The Government shall have the non-exclusive right to the use of Appurtenant Areas, and shall have the right to post Rules and Regulations Governing Conduct on Federal Property, Title 41, CFR, Part 102-74, Subpart C within such areas. The Government will coordinate with Lessor to ensure signage is consistent with Lessor's standards. Appurtenant to the Premises and included in the Lease are rights to use the following:

A. Parking: **3** parking spaces as depicted on the plan attached hereto as Exhibit **B**, reserved for the exclusive use of the Government, of which **3** shall be surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

1.03 RENT AND OTHER CONSIDERATION (ON-AIRPORT) (OCT 2020)

A. The Government shall pay the Lessor annual rent payable monthly in arrears at the following rates:

	Years 1 - 5		Years 6 - 10	
	Annual Rent	**Annual Rate / RSF**	**Annual Rent**	**Annual Rate / RSF**
Shell Rental Rate	$232,889.04	$47.22	$268,843.32	$54.51
Operating Costs	$17,755.20	$3.60	$20,517.12	$4.16
Total Annual Rate	**$250,644.24**	**$50.82**	**$289,360.44**	**$58.67**

D. Rent is subject to adjustment based upon a mutual measurement of the Space upon acceptance, not to exceed 4,932 ABOA SF. based upon the methodology outlined under the "Payment" clause of GSA Form 3517.

F. If the Government occupies the Premises for less than a full calendar month, then rent shall be prorated based on the actual number of days of occupancy for that month.

G. Rent shall be paid to Lessor by electronic funds transfer (EFT) in accordance with the provisions of the General Clauses. Rent shall be payable using the EFT information contained in the System for Award Management (SAM). In the event the EFT information changes, the Lessor shall be responsible for providing the updated information to SAM. Failure by the Lessor to maintain an active registration in SAM may result in delay of rental payments until such time as the SAM registration is activated. This registration service is free of charge.

H. The Lessor shall provide to the Government, in exchange for the payment of rental and other specified consideration, the following:

1. The leasehold interest in the Property described herein in the paragraph entitled "The Premises,"

2. All costs, expenses and fees to perform the work required for acceptance of the Premises in accordance with this Lease, including all costs for labor, materials, and equipment, professional fees, contractor fees, attorney fees, permit fees, inspection fees, and similar such fees, and all related expenses;

3. Performance or satisfaction of all other obligations set forth in this Lease; and,

4. All services, utilities, and maintenance required for the proper operation of the Property, the Building, and the Premises in accordance with the terms of the Lease, including, but not limited to, all inspections, modifications, repairs, replacements, and improvements required to be made thereto to meet the requirements of this Lease.

1.04 TERMINATION RIGHTS (ON-AIRPORT) (SEP 2013)

A. The Government may terminate this Lease, in whole or in part, at any time during the term of this lease with **60** days' prior written notice to the Lessor if (i) regularly scheduled commercial air services cease, (ii) the airport opts to replace TSA screeners with private contractors, (iii) the checkpoint supported by the leased Space is closed, or (iv) the Government reduces its presence at the airport due to a reduction in enplanements. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

B. The Government may terminate this Lease, in whole or in part, at any time effective after the Firm Term of this Lease, by providing not less than **60** days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

1.05 RENEWAL RIGHTS (OCT 2016) INTENTIONALLY DELETED

1.06 DOCUMENTS INCORPORATED IN THE LEASE (ON-AIRPORT) (OCT 2020)

The following documents are attached to and made part of the Lease:

DOCUMENT NAME	NO. OF PAGES	EXHIBIT
Floor Plan(s)	3	A
Parking Plan(s)	2	B
GSA Form 3517B, General Clauses	17	C
GSA Form 3518 Representations and Certifications	2	D

1.07 OPERATING COST BASE (OCT 2016) INTENTIONALLY DELETED

1.08 LESSOR'S UNIQUE ENTITY IDENTIFIER (OCT 2020)

Lessor's Unique Entity Identifier (currently Dun & Bradstreet DUNS Number): 058873019.

SECTION 2 GENERAL TERMS, CONDITIONS, AND STANDARDS

2.01 DEFINITIONS AND GENERAL TERMS (OCT 2016)

Unless otherwise specifically noted, all terms and conditions set forth in this Lease shall be interpreted by reference to the following definitions, standards, and formulas:

A. Appurtenant Areas. Appurtenant Areas are defined as those areas and facilities on the Property that are not located within the Premises, but for which rights are expressly granted under this Lease, or for which rights to use are reasonably necessary or reasonably anticipated with respect to the Government's enjoyment of the Premises and express appurtenant rights.

B. Broker. If GSA awarded this Lease using a contract real estate broker, Broker shall refer to GSA's broker.

C. Building. Building(s) situated on the Property in which the Premises are located .

D. Commission Credit. If GSA awarded this Lease using a Broker, and the Broker agreed to forego a percentage of its commission to which it is entitled in connection with the award of this Lease, the amount of this credit is referred to as the "Commission Credit."

E. Common Area Factor. The "Common Area Factor" (CAF) is a conversion factor determined by the Building owner and applied by the owner to the ABOA SF to determine the RSF for the leased Space. The CAF is expressed as a percentage of the difference between the amount of rentable SF and ABOA SF, divided by the ABOA SF. For example 11,500 RSF and 10,000 ABOA SF will have a CAF of 15% [(11,500 RSF-10,000 ABOA SF)/10,000 ABOA SF]. For the purposes of this Lease, the CAF shall be determined in accordance with the applicable ANSI**/**BOMA standard for the type of space to which the CAF shall apply.

F. Contract. Contract shall mean this Lease.

G. Contractor. Contractor shall mean Lessor.

H. Days. All references to "day" or "days" in this Lease shall mean calendar days, unless specified otherwise.

I. FAR. All references to the FAR shall be understood to mean the Federal Acquisition Regulation, codified at 48 CFR Chapter 1.

J. Firm Term/Non-Firm Term. The Firm Term is that part of the Lease term that is not subject to termination rights. The Non-Firm Term is that part of the Lease term following the end of the Firm Term.

K. GSAR. All references to the GSAR shall be understood to mean the GSA supplement to the FAR, codified at 48 CFR Chapter 5.

L. Lease Term Commencement Date. The date on which the Lease term commences.

M. Lease Award Date. The date the LCO executes the Lease and mails or otherwise furnishes written notification of the executed Lease to the successful Offeror (date on which the parties' obligations under the Lease begin).

N. Premises. The Premises are defined as the total Office Area or other type of Space, together with all associated common areas, described in Section 1 of this Lease, and delineated by plan in the attached exhibit. Parking and other areas to which the Government has rights under this Lease are not included in the Premises.

O. Property. The Property is defined as the land and Buildings in which the Premises are located, including all Appurtenant Areas (e.g., parking areas) to which the Government is granted rights.

P. Rentable Space or Rentable Square Feet (RSF). Rentable Space is the area for which a tenant is charged rent. It is determined by the Building owner and may vary by city or by building within the same city. The Rentable Space may include a share of Building support/common areas such as elevator lobbies, Building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The Rentable Space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts. Rentable Square Feet is calculated using the following formula for each type of Space (e.g., office, warehouse, etc.) included in the Premises: ABOA SF of Space x (1 + CAF) = RSF.

Q. Space. The Space shall refer to that part of the Premises to which the Government has exclusive use, such as Office Area, or other type of Space. Parking areas to which the Government has rights under this Lease are not included in the Space.

R. Office Area. For the purposes of this Lease, Space shall be measured in accordance with the standard (Z65.1-1996) provided by American National Standards Institute**/**Building Owners and Managers Association (ANSI**/**BOMA) for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed." References to ABOA mean ANSI**/**BOMA Office Area.

S. Working Days. Working Days shall mean weekdays, excluding Saturdays and Sundays and Federal holidays.

2.02 AUTHORIZED REPRESENTATIVES (OCT 2016)

Signatories to this Lease shall have full authority to bind their respective principals with regard to all matters relating to this Lease. No other persons shall be understood to have any authority to bind their respective principals, except to the extent that such authority may be explicitly delegated by notice to the other party, or to the extent that such authority is transferred by succession of interest. The Government shall have the right to substitute its Lease Contracting Officer (LCO) by notice, without an express delegation by the prior LCO.

2.03 WAIVER OF RESTORATION (OCT 2018)

Lessor shall have no right to require the Government to restore the Premises upon expiration or earlier termination (full or partial) of the Lease, and waives all claims against the Government for waste, damages, or restoration arising from or related to (a) the Government's normal and customary use of the Premises during the term of the Lease (including any extensions thereof), as well as (b) any initial or subsequent alteration to the Premises regardless of whether such alterations are performed by the Lessor or by the Government. At its sole option, the Government may abandon property in the Space following expiration or earlier termination (full or partial) of the Lease, in which case the property will become the property of the Lessor and the Government will be relieved of any liability in connection therewith.

2.04 OPERATING COSTS ADJUSTMENT (JUN 2012) INTENTIONALLY DELETED

2.05 RELOCATION RIGHTS (JUN 2012)

If it becomes necessary in the orderly development of the Airport, Lessor may require the relocation of Premises to other space at the Airport which, in the reasonable judgment of Lessor, is similar and suitable for the purposes for which this Lease is entered as such purposes are set forth herein. Should such relocation be necessary, the Lessor shall provide the Government a minimum of 120 days prior written notice. Lessor shall be responsible for all costs for such relocation, including all costs for moving furniture, office equipment, telephone and data lines, and any other costs associated with replicating necessary operational features provided in the space originally leased. The Airport shall provide such relocated Premises at the same rental rate as the original Premises, unless the new Premises are located in an area for which the Airport charges tenants a lower rate, in which event the parties shall negotiate a reduction in the rental rate.

2.06 RECITALS FOR TRANSPORTATION SECURITY ADMINISTRATION (ON-AIRPORT) (JUN 2012)

A. The Transportation Security Administration (TSA) is required, pursuant to 49 U.S.C. 40101—The Aviation and Transportation Security Act (ATSA), to oversee security measures at the Airport.

B. TSA is responsible for airline passenger and baggage screening services at the Airport.

C. The U.S. General Services Administration (GSA), on behalf of TSA, leases certain facilities on the Airport premises for administrative offices and/or break rooms in support of airport passenger and baggage screening services by the TSA.

D. Space for TSA to screen passengers and baggage is expressly excluded from this Lease.

2.07 ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (ON-AIRPORT) (MAY 2015)

A. The Lessor shall provide floor plans for the Space and a valid Certificate of Occupancy (C of O), issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue C of O's or if the C of O is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that verifies that the Space complies with all applicable local fire protection and life safety codes and ordinances and all fire protection and life safety-related requirements of this Lease.

B. Neither the Government's acceptance of the Premises for occupancy or acceptance of related appurtenances, nor the Government's occupancy of the Premises, shall be construed as a waiver of any requirement or right of the Government under this lease, or as otherwise prejudicing the Government with respect to any such requirement or right, or as an acceptance of any latent defect or condition.

2.08 ALTERATIONS PRIOR TO ACCEPTANCE (JUN 2012)
The Government's rights stated under the General Clause "Alterations" also apply to initial build-out of the Premises.

2.09 SYSTEM FOR AWARD MANAGEMENT (MAR 2020)
The Offeror must have an active registration in the System for Award Management (SAM), via the Internet at, https://www.sam.gov/SAM/ prior to the Lease Award Date. Registration must be for purposes of "All Awards" and include completion of all required representations and certifications within SAM. Registration must be active throughout the life of the Lease. To remain active, the Offeror/Lessor is required to update or renew its registration annually. The Government will not process rent payments to Lessors without an active registration in SAM. No change of ownership of the leased Premises will be recognized by the Government until the new owner registers in SAM.

2.10 SECURITY UPGRADES DUE TO IMMEDIATE THREAT (APR 2011)

The Government reserves the right, at its own expense and with its own personnel, to heighten security in the Building under Lease during heightened security conditions due to emergencies such as terrorist attacks, natural disaster, and civil unrest.

SECTION 3 CONSTRUCTION STANDARDS AND SHELL COMPONENTS

3.01 BUILDING SHELL REQUIREMENTS (ON-AIRPORT) (SEP 2013)

A. The Building Shell shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of Space. For pricing, fulfillment of all requirements not specifically designated as operating costs or other rent components as indicated shall be deemed included in the Shell Rent.

B. Base structure and Building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed Building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base Building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.

3.02 MEANS OF EGRESS (MAY 2015)

A. Prior to occupancy, the Premises and any parking garage areas shall meet or will be upgraded to meet, either the applicable egress requirements in the National Fire Protection Association, Life Safety Code (NFPA 101), or the International Code Council, International Building Code (IBC), each current as of the Lease Award Date, or use an alternative approach or method that achieves an equivalent level of safety deemed acceptable by the Government.

B. The Space shall have unrestricted access to a minimum of two remote exits on each floor of Government occupancy.

C. Interlocking or scissor stairs located on the floor(s) where Space is located shall only count as one exit stair.

D. A fire escape located on the floor(s) where Space is located shall not be counted as an approved exit stair.

E. Doors shall not be locked in the direction of egress unless equipped with special locking hardware in accordance with requirements of NFPA 101 or the IBC.

3.03 AUTOMATIC FIRE SPRINKLER SYSTEM (SEP 2013)

A. Any portion of the Space located below-grade, including parking garage areas, and all areas in a Building referred to as "hazardous areas" (defined in National Fire Protection Association (NFPA) 101) that are located within the entire Building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

B. For Buildings in which any portion of the Space is on or above the sixth floor, then, at a minimum, the Building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.

C. For Buildings in which any portion of the Space is on or above the sixth floor, and lease of the Space will result, either individually or in combination with other Government Leases in the Building, in the Government leasing 35,000 or more ANSI/BOMA Office Area SF of Space in the Building, then the entire Building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.

D. Automatic fire sprinkler system(s) shall be installed in accordance with the requirements of NFPA 13, Standard for the Installation of Sprinkler Systems that was in effect on the actual date of installation.

E. Automatic fire sprinkler system(s) shall be maintained in accordance with the requirements of NFPA 25, Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems (current as of the Lease Award Date).

F. "Equivalent level of safety" means an alternative design or system (which may include automatic fire sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic fire sprinkler systems.

3.04 FIRE ALARM SYSTEM (SEP 2013)

A. A Building-wide fire alarm system shall be installed in the entire Building in which any portion of the Space is located on the 3rd floor or higher.

B. The fire alarm system shall be installed in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code that was in effect on the actual date of installation.

C. The fire alarm system shall be maintained in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date).

D. The fire alarm system shall transmit all fire alarm signals to the local fire department via any of the following means: directly to the local fire department, to the (911) public communications center, to a central station, to a remote supervising station, or to a proprietary supervising station.

E. If the Building's fire alarm control unit is over 25 years old as of the Lease Award Date, Lessor shall install a new fire alarm system in accordance with the requirements of NFPA 72, National Fire Alarm and Signaling Code (current as of the Lease Award Date), prior to Government acceptance and occupancy of the Space.

3.05 ENERGY INDEPENDENCE AND SECURITY ACT (DEC 2011)

A. The Energy Independence and Security Act (EISA) establishes the following requirements for Government Leases in Buildings that have not earned the ENERGY STAR® Label conferred by the Environmental Protection Agency (EPA) within one year prior to the due date for final proposal revisions ("most recent year").

B. If this Lease was awarded under any of EISA's Section 435 statutory exceptions, the Lessor shall either:

1. Earn the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease); or

2. Complete energy efficiency and conservation improvements if any, agreed to by Lessor in lieu of earning the ENERGY STAR® Label prior to acceptance of the Space (or not later than one year after the Lease Award Date of a succeeding or superseding Lease).

C. If this Lease was awarded to a Building to be built or to a Building predominantly vacant as of the due date for final proposal revisions and was unable to earn the ENERGY STAR® label for the most recent year (as defined above) due to insufficient occupancy, but was able to demonstrate sufficient evidence of capability to earn the ENERGY STAR® label, then Lessor must earn the ENERGY STAR® label within 18 months after occupancy by the Government.

3.06 ACCESSIBILITY (FEB 2007)

The Building, leased Space, and areas serving the leased Space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

3.07 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (APR 2011)

The Lessor shall provide and operate all Building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office Space.

3.08 RESTROOMS (ON-AIRPORT) (JUN 2012)

Government employees shall have access to all public restroom facilities for men and women in the Airport terminal at all times without additional payment.

3.09 HEATING, VENTILATION, AND AIR CONDITIONING (ON-AIRPORT) (APR 2011)

A. Temperatures shall conform to local commercial equivalent temperature levels and operating practices to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased Premises and service areas, regardless of outside temperatures, during the hours of operation specified in this Lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60 percent relative humidity.

B. The Lessor shall conduct HVAC system balancing after all HVAC system alterations during the term of the Lease and shall make a reasonable attempt to schedule major construction outside of office hours.

C. Normal HVAC systems maintenance shall not disrupt tenant operations.

3.10 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (ON-AIRPORT) (SEP 2013)

A. The Government may elect to contract its own telecommunications (voice, data, video, Internet, or other emerging technologies) service in the Space. The Government may contract with one or more parties to have inside wiring (or other transmission medium) and telecommunications equipment installed.

B. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing Building wiring to connect its services to the Government's Space. If the existing Building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the Building to the Government's floor Space, subject to any inherent limitations in the pathway involved.

C. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennas (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or Building envelope as required. Must have approval in advance by Lessor, which shall not be unreasonably withheld and shall be removed by the Government at the end of the lease.

SECTION 4 UTILITIES, SERVICES, AND OBLIGATIONS DURING THE LEASE TERM

4.01 SERVICES, UTILITIES, AND MAINTENANCE (ON-AIRPORT) (OCT 2020)

The Lessor is responsible for providing all utilities necessary for base building and tenant operations and all associated costs are included as a part of the established rental rates. The Lessor shall follow routine cleaning and disinfecting requirements in Section 5.01. The following services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration (check all that apply):

- ☒ HEAT
- ☒ ELECTRICITY
- ☒ POWER (Special Equip.)
- ☒ WATER (Hot & Cold)
- ☒ SNOW REMOVAL
- ☐ TRASH REMOVAL
- ☒ CHILLED DRINKING WATER
- ☒ AIR CONDITIONING
- ☒ RESTROOM SUPPLIES
- ☐ JANITORIAL SERV. & SUPP.
- ☒ ELEVATOR SERVICE
- ☐ WINDOW WASHING
  Frequency_____
- ☐ CARPET CLEANING
  Frequency_____
- ☒ INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS
- ☐ PAINTING FREQUENCY
  Space _____
  Public Areas _____
- ☐ OTHER
  (Specify below)
  _____

The Lessor shall have an onsite building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.

4.02 PROVISION OF SERVICES, ACCESS, AND NORMAL HOURS FOR AIRPORT OCCUPANCIES (SEP 2013)

The Government shall have access to the Premises and its Appurtenant Areas at all times without additional payment, including the use, during other than normal hours, of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed after tenant working hours unless daytime cleaning is specified as a special requirement elsewhere in this Lease. Janitorial Services shall not be required on weekends or Federal holidays. Services, maintenance, and utilities shall be provided from 24 hours 7days a week.

4.03 MAINTENANCE AND TESTING OF SYSTEMS (SEP 2013)

A. The Lessor is responsible for the total maintenance and repair of the leased Premises. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the Government's designated representative.

B. At the Lessor's expense, the Government reserves the right to require documentation of proper operations, inspection, testing, and maintenance of fire protection systems, such as, but not limited to, fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, emergency generator, prior to occupancy to ensure proper operation. These tests shall be witnessed by the Government's designated representative.

4.04 RECYCLING (ON-AIRPORT) (JUN 2012)

Where state or local law, code, or ordinance requires recycling programs (including mercury-containing lamps) for the Space to be provided pursuant to this Lease, the Lessor shall comply with such state and local law, code, or ordinance in accordance with GSA Form 3517, General Clauses, 552.270-8, *Compliance with Applicable Law*. During the lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the Building and in the Leased Space.

4.05 RANDOLPH-SHEPPARD COMPLIANCE (SEP 2013)

During the term of the Lease, the Lessor may not establish vending facilities within the leased Space that will compete with any Randolph-Sheppard vending facilities.

4.06 SAFEGUARDING AND DISSEMINATION OF CONTROLLED UNCLASSIFIED INFORMATION (CUI) BUILDING INFORMATION (FEB 2020)

This clause applies to all recipients of CUI building information (which falls within the CUI Physical Security category), including offerors, bidders, awardees, contractors, subcontractors, lessors, suppliers and manufacturers.

Marking CUI. Contractors must submit any contractor-generated documents that contain building information to GSA for review and identification of any CUI building information that may be included. In addition, any documents GSA identifies as containing CUI building information must be marked in accordance with the Order and the Marking Controlled Unclassified Information Handbook (the current version may be found at https://www.archives.gov/files/cui/20161206-cui-marking-handbook-v1-1.pdf) before the original or any copies are disseminated to any other parties. If CUI content is identified, the CO may direct the contractor, as specified elsewhere in this contract, to imprint or affix CUI document markings (CUI) to the original documents and all copies, before any dissemination, or authorized GSA employees may mark the documents.

1. Authorized recipients.
    a. Building information designated as CUI must be protected with access strictly controlled and limited to those individuals having a Lawful Government Purpose to access such information, as defined in 32 C.F.R. § 2002.4(bb). Those with such a Lawful Government Purpose may include Federal, state and local government entities, and non-governmental entities engaged in the conduct of business on behalf of or with GSA. Non-governmental entities may include architects, engineers, consultants, contractors, subcontractors, suppliers, utilities, and others submitting an offer or bid to GSA, or performing work under a GSA contract or subcontract. Recipient contractors must be registered as "active" in the System for Award Management (SAM) database at www.sam.gov, and have a Lawful Government Purpose to access such information. If a subcontractor is not registered in the SAM database and has a Lawful Government Purpose to possess CUI building information in furtherance of the contract, the subcontractor must provide to the contractor its DUNS number or its tax ID number and a copy of its business license. The contractor must keep this information related to the subcontractor for the duration of the contract and subcontract.
    b. All GSA personnel and contractors must be provided CUI building information when needed for the performance of official Federal, state, and local government functions, such as for code compliance reviews and the issuance of building permits. Public safety entities such as fire and utility departments may have a Lawful Government Purpose to access CUI building information on a case-by-case basis. This clause must not prevent or encumber the necessary dissemination of CUI building information to public safety entities.

2. Dissemination of CUI building information:
    a. By electronic transmission. Electronic transmission of CUI information outside of the GSA network must use session encryption (or alternatively, file encryption) consistent with National Institute of Standards and Technology (NIST) SP 800-171. Encryption must be through an approved NIST algorithm with a valid certification, such as Advanced Encryption Standard or Triple Data Encryption Standard, in accordance with Federal Information Processing Standards Publication 140-2, Security Requirements for Cryptographic Modules, as required by GSA policy.
    b. By nonelectronic form or on portable electronic data storage devices. Portable electronic data storage devices include CDs, DVDs, and USB drives. Nonelectronic forms of CUI building information include paper documents, photographs, and film, among other formats.
        i. By mail. Contractors must only use methods of shipping that provide services for monitoring receipt such as track and confirm, proof of delivery, signature confirmation, or return receipt.
        ii. In person. Contractors must provide CUI building information only to authorized recipients with a Lawful Government Purpose to access such information. Further information on authorized recipients is found in section 1 of this clause.
3. Record keeping. Contractors must maintain a list of all entities to which CUI is disseminated, in accordance with sections 2 and 3 of this clause. This list must include, at a minimum:
    a. The name of the state, Federal, or local government entity, utility, or firm to which CUI has been disseminated;
    b. The name of the individual at the entity or firm who is responsible for protecting the CUI building information, with access strictly controlled and limited to those individuals having a Lawful Government Purpose to access such information;
    c. Contact information for the named individual; and
    d. A description of the CUI building information provided.

    Once "as built" drawings are submitted, the contractor must collect all lists maintained in accordance with this clause, including those maintained by any subcontractors and suppliers, and submit them to the CO. For Federal buildings, final payment may be withheld until the lists are received.

4. Safeguarding CUI documents. CUI building information (both electronic and paper formats) must be stored within controlled environments that prevent unauthorized access. GSA contractors and subcontractors must not take CUI building information outside of GSA or their own facilities or network, except as necessary for the performance of that contract. Access to the information must be limited to those with a Lawful Government Purpose for access.

5. Destroying CUI building information. When no longer needed, CUI building information must either be returned to the CO or destroyed in accordance with guidelines in NIST Special Publication 800-88, Guidelines for Media Sanitization.

6. Notice of disposal. The contractor must notify the CO that all CUI building information has been returned or destroyed by the contractor and its subcontractors or suppliers in accordance with paragraphs 4 and 5 of this clause, with the exception of the contractor's record copy. This notice must be submitted to the CO at the completion of the contract to receive final payment. For leases, this notice must be submitted to the CO at the completion of the lease term.

7. CUI security incidents. All improper disclosures or receipt of CUI building information must be immediately reported to the CO and the GSA Incident Response Team Center at gsa-ir@gsa.gov. If the contract provides for progress payments, the CO may withhold approval of progress payments until the contractor provides a corrective action plan explaining how the contractor will prevent future improper disclosures of CUI building information. Progress payments may also be withheld for failure to comply with any provision in this clause until the contractor provides a corrective action plan explaining how the contractor will rectify any noncompliance and comply with the clause in the future.

8. Subcontracts. The contractor and subcontractors must insert the substance of this clause in all subcontracts.

4.07 INDOOR AIR QUALITY (OCT 2019)

A. The Lessor shall control airborne contaminants at the source and/or operate the Space in such a manner that indoor air quality action limits identified in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits, and generally accepted consensus standards are not exceeded. .

B. The Lessor shall avoid the use of products containing toxic, hazardous, carcinogenic, flammable, or corrosive ingredients as determined from the product label or manufacturer's safety data sheet. The Lessor shall use available odor-free or low odor products when applying paints, glues, lubricants, and similar wet products. When such equivalent products are not available, lessor shall use the alternate products outside normal working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying chemicals or products with noticeable odors in occupied Spaces and shall adequately ventilate those Spaces during and after application.

C. The Lessor shall serve as first responder to any occupant complaints about indoor air quality (IAQ). The Lessor shall promptly investigate such complaints and implement the necessary controls to address each complaint. Investigations shall include testing as needed, to ascertain the source and severity of the complaint.

D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in Space that it occupies, as well as in space serving the Space (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by:

1. Making available information on Building operations and Lessor activities;
2. Providing access to Space for assessment and testing, if required; and
3. Implementing corrective measures required by the LCO. The Lessor shall take corrective action to correct any tests or measurements that do not meet GSA policy action limits in the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8), OSHA regulatory limits and generally accepted consensus standards.

E. The Lessor shall provide to the Government safety data sheets (SDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within the Space, common building areas, ventilation systems and zones serving the Space, and the area above suspended ceilings and engineering space in the same ventilation zone as the Space.

F. The Lessor shall use high efficiency (HEPA) filtration vacuums for cleaning and minimum MERV 10 rated ventilation system filtration whenever feasible.

G. The Lessor is encouraged to comply with best practices outlined in Appendix D- Indoor Air Quality in GSA Leased Facilities (Best Practices) within the PBS Desk Guide for Indoor Air Quality Management (Companion to GSA Order PBS 1000.8).

4.08 HAZARDOUS MATERIALS (ON-AIRPORT) (OCT 2018)

The leased Space shall be free of hazardous materials, hazardous substances, and hazardous wastes, as defined by and according to applicable Federal, state, and local environmental regulations including, but not limited to, the following:

A. The leased Space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the Space or undamaged boiler or pipe insulation outside the Space, in which case an asbestos management program conforming to EPA guidance shall be implemented.

B. The Lessor shall provide Space to the Government that is free from ongoing water leaks or moisture infiltration. The Space and ventilation zones serving the Space shall also be free of visible mold or actionable airborne mold.

1. Actionable mold is either visible mold or airborne mold of types and concentrations in excess of that found in the local outdoor air or non-problematic control areas elsewhere in the same building, whichever is lower. The Lessor shall safely remediate all actionable mold in accordance with sub-paragraph B.2 below

2. The Lessor shall be responsible for conducting the remediation in accordance with the relevant provisions of the document entitled "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, September 2008), published by EPA, as same may be amended or revised from time to time, and any other applicable Federal, state, or local laws, regulatory standards, and guidelines.

3. The Lessor acknowledges and agrees that the Government shall have a reasonable opportunity to inspect the leased Space after conclusion of the remediation. If the results of the Government's inspection indicate that the remediation does not comply with the plan or any other applicable Federal, state, or local laws, regulatory standards, or guidelines, the Lessor, at its sole cost, expense, and risk, shall immediately take all further actions necessary to bring the remediation into compliance.

4. If the Lessor fails to exercise due diligence, or is otherwise unable to remediate the actionable mold, the Government may implement a corrective action program and deduct its costs from the rent.

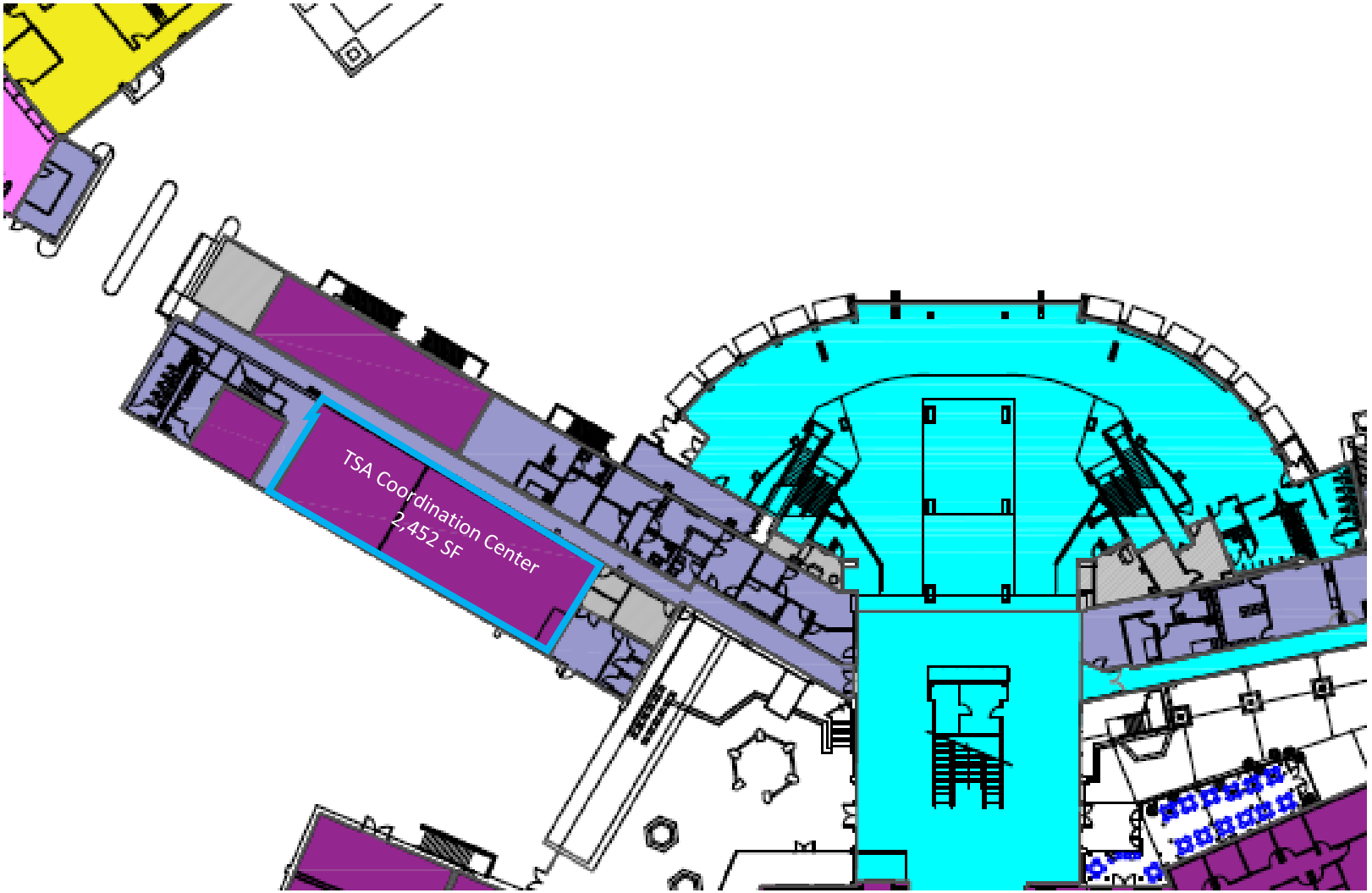
4.09 OCCUPANT EMERGENCY PLANS (OCT 2020)

The Lessor is required to cooperate, participate and comply with the development and implementation of the Government's Occupant Emergency Plan (OEP) and a supplemental Shelter-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising its OEP and SIP. The Plan, among other things, will include evacuation procedures and an annual emergency evacuation drill, emergency shutdown of air intake procedures, and emergency notification procedures for the Lessor's Building engineer or manager, Building security, local emergency personnel, and Government agency personnel.

SECTION 5 ADDITIONAL TERMS AND CONDITIONS

Exhibit A – Floorplans

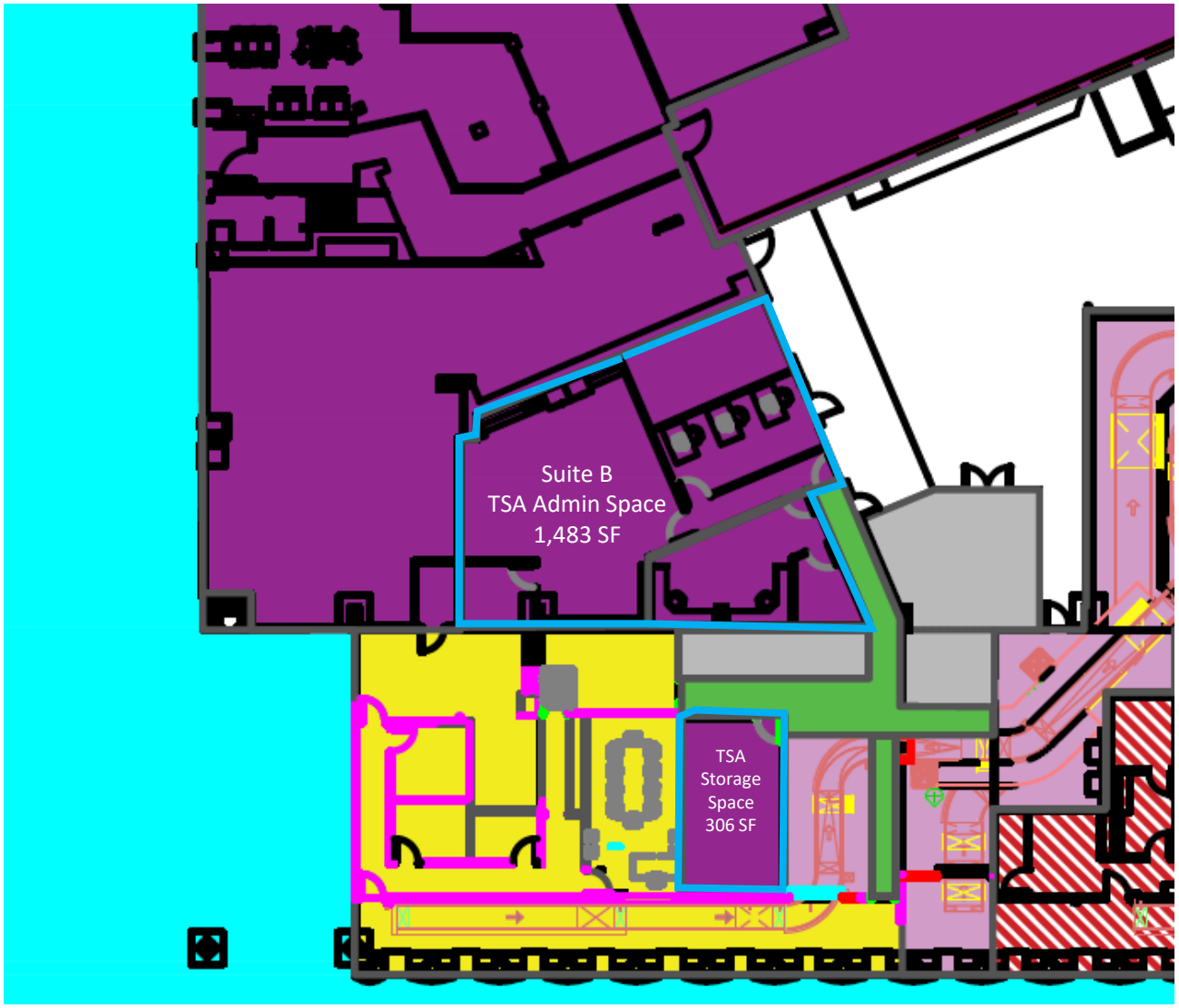
TSA Coordination Center (Room CW-125, Terminal Level 1)



TSA Leased Space – 2,452 SF

Exhibit A – Floorplans

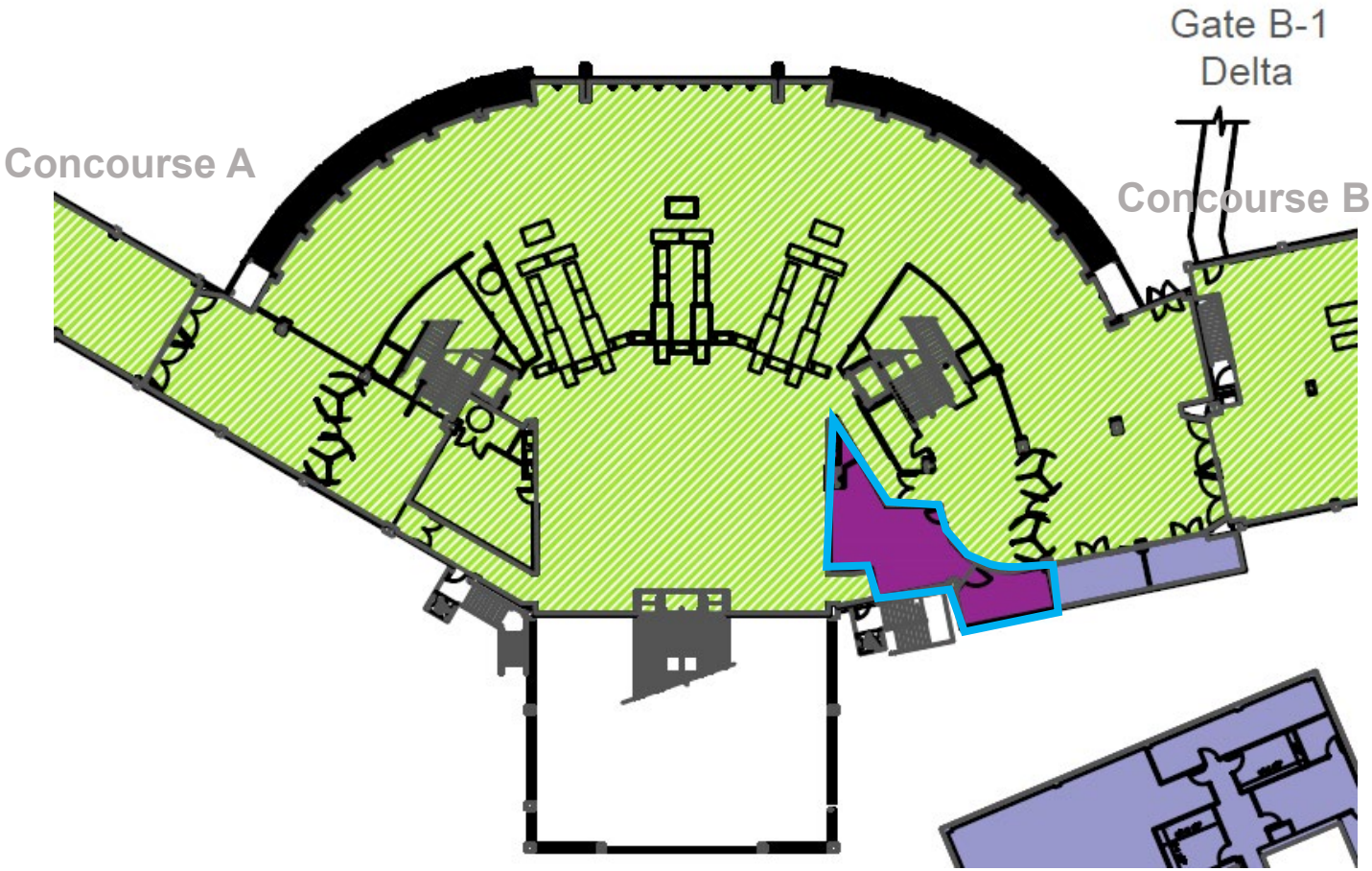
TSA Administrative Space in Ticketing Lobby (Suite B, Terminal Level 1)



TSA Suite B including storage space - 1,789 SF

Exhibit A – Floorplans

TSA Administrative Space in Upper Main Lobby (Room CW-200.1, Terminal Level 2)



TSA Leased Space - 670 SF

Exhibit B
Parking Plan

Location of reserved parking spaces for TSA (detail on page 2)

Location of additional parking spaces for TSA employees

Exhibit B

Parking Plan – Reserved Parking

3 reserved parking spots for TSA

PLAN NORTH

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
GENERAL	1		SUBLETTING AND ASSIGNMENT
	2	552.270-11	SUCCESSORS BOUND
	3	552.270-23	SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT
	4	552.270-24	STATEMENT OF LEASE
	5	552.270-25	SUBSTITUTION OF TENANT AGENCY
	6	552.270-26	NO WAIVER
	7		INTEGRATED AGREEMENT
	8	552.270-28	MUTUALITY OF OBLIGATION
PERFORMANCE	9		DELIVERY AND CONDITION
	10		DEFAULT BY LESSOR
	11	552.270-19	PROGRESSIVE OCCUPANCY
	12		MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT
	13		FIRE AND CASUALTY DAMAGE
	14		COMPLIANCE WITH APPLICABLE LAW
	15	552.270-12	ALTERATIONS
	16		ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY
PAYMENT	17	552.270-33	SYSTEM FOR AWARD MANAGEMENT - LEASING
	18	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE
	19	552.270-31	PROMPT PAYMENT
	20	52.232-23	ASSIGNMENT OF CLAIMS
	21		PAYMENT
	22	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT
STANDARDS OF CONDUCT	23	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
	24	552.270-32	COVENANT AGAINST CONTINGENT FEES
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The information collection requirements contained in this solicitation/contract that are not required by regulation have been approved by the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

1. SUBLETTING AND ASSIGNMENT (JAN 2011)

The Government may sublet any part of the premises but shall not be relieved from any obligations under this lease by reason of any such subletting. The Government may at any time assign this lease, and be relieved from all obligations to Lessor under this lease excepting only unpaid rent and other liabilities, if any, that have accrued to the date of said assignment. Any subletting or assignment shall be subject to prior written consent of Lessor, which shall not be unreasonably withheld.

2. 552.270-11 SUCCESSORS BOUND (SEP 1999)

This lease shall bind, and inure to the benefit of, the parties and their respective heirs, executors, administrators, successors, and assigns.

3. 552.270-23 SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT (SEP 1999)

(a) Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days next following the Contracting Officer's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.

(b) No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the Contracting Officer promptly upon demand.

(c) In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the Contracting Officer and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

(d) None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

4. 552.270-24 STATEMENT OF LEASE (SEP 1999)

(a) The Contracting Officer will, within thirty (30) days next following the Contracting Officer's receipt of a joint written request from Lessor and a prospective lender or purchaser of the building, execute and deliver to Lessor a letter stating that the same is issued subject to the conditions stated in this clause and, if such is the case, that (1) the lease is in full force and effect; (2) the date to which the rent and other charges have been paid in advance, if any; and (3) whether any notice of default has been issued.

(b) Letters issued pursuant to this clause are subject to the following conditions:

(1) That they are based solely upon a reasonably diligent review of the Contracting Officer's lease file as of the date of issuance;

(2) That the Government shall not be held liable because of any defect in or condition of the premises or building;

(3) That the Contracting Officer does not warrant or represent that the premises or building comply with applicable Federal, State and local law; and

(4) That the Lessor, and each prospective lender and purchaser are deemed to have constructive notice of such facts as would be ascertainable by reasonable pre-purchase and pre-commitment inspection of the Premises and Building and by inquiry to appropriate Federal, State and local Government officials.

5. 552.270-25 SUBSTITUTION OF TENANT AGENCY (SEP 1999)

The Government may, at any time and from time to time, substitute any Government agency or agencies for the Government agency or agencies, if any, named in the lease.

6. 552.270-26 NO WAIVER (SEP 1999)

No failure by either party to insist upon the strict performance of any provision of this lease or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent or other performance by either party during the continuance of any such breach shall constitute a waiver of any such breach of such provision.

7. INTEGRATED AGREEMENT (JUN 2012)

This Lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of the Lease. Except as expressly attached to and made a part of the Lease, neither the Request for Lease Proposals nor any pre-award communications by either party shall be incorporated in the Lease.

8. 552.270-28 MUTUALITY OF OBLIGATION (SEP 1999)

The obligations and covenants of the Lessor, and the Government's obligation to pay rent and other Government obligations and covenants, arising under or related to this Lease, are interdependent. The Government may, upon issuance of and delivery to Lessor of a final decision asserting a claim against Lessor, set off such claim, in whole or in part, as against any payment or payments then or thereafter due the Lessor under this lease. No setoff pursuant to this clause shall constitute a breach by the Government of this lease.

9. DELIVERY AND CONDITION (JAN 2011)

(a) Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit.

(b) The Government may elect to accept the Space notwithstanding the Lessor's failure to deliver the Space substantially complete; if the Government so elects, it may reduce the rent payments.

10. DEFAULT BY LESSOR (APR 2012)

(a) The following conditions shall constitute default by the Lessor, and shall give rise to the following rights and remedies for the Government:

(1) Prior to Acceptance of the Premises. Failure by the Lessor to diligently perform all obligations required for Acceptance of the Space within the times specified, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may terminate the Lease on account of the Lessor's default.

(2) After Acceptance of the Premises. Failure by the Lessor to perform any service, to provide any item, or satisfy any requirement of this Lease, without excuse, shall constitute a default by the Lessor. Subject to provision of notice of default to the Lessor, and provision of a reasonable opportunity for the Lessor to cure its default, the Government may perform the service, provide the item, or obtain satisfaction of the requirement by its own employees or contractors. If the Government elects to take such action, the Government may deduct from rental payments its costs incurred in connection with taking the action. Alternatively, the Government may reduce the rent by an amount reasonably calculated to approximate the cost or value of the service not performed, item not provided, or requirement not satisfied, such reduction effective as of the date of the commencement of the default condition.

(3) Grounds for Termination. The Government may terminate the Lease if:

(i) The Lessor's default persists notwithstanding provision of notice and reasonable opportunity to cure by the Government, or

(ii) The Lessor fails to take such actions as are necessary to prevent the recurrence of default conditions,

and such conditions (i) or (ii) substantially impair the safe and healthful occupancy of the Premises, or render the Space unusable for its intended purposes.

(4) Excuse. Failure by the Lessor to timely deliver the Space or perform any service, provide any item, or satisfy any requirement of this Lease shall not be excused if its failure in performance arises from:

(i) Circumstances within the Lessor's control;

(ii) Circumstances about which the Lessor had actual or constructive knowledge prior to the Lease Award Date that could reasonably be expected to affect the Lessor's capability to perform, regardless of the Government's knowledge of such matters;

(iii) The condition of the Property;

(iv) The acts or omissions of the Lessor, its employees, agents or contractors; or

(v) The Lessor's inability to obtain sufficient financial resources to perform its obligations.

(5) The rights and remedies specified in this clause are in addition to any and all remedies to which the Government may be entitled as a matter of law.

11. 552.270-19 PROGRESSIVE OCCUPANCY (SEP 1999)

The Government shall have the right to elect to occupy the space in partial increments prior to the substantial completion of the entire leased premises, and the Lessor agrees to schedule its work so as to deliver the space incrementally as elected by the Government. The Government shall pay rent commencing with the first business day following substantial completion of the entire leased premise unless the Government has elected to occupy the leased premises incrementally. In case of incremental occupancy, the Government shall pay rent pro rata upon the first

business day following substantial completion of each incremental unit. Rental payments shall become due on the first workday of the month following the month in which an increment of space is substantially complete, except that should an increment of space be substantially completed after the fifteenth day of the month, the payment due date will be the first workday of the second month following the month in which it was substantially complete. The commencement date of the firm lease term will be a composite determined from all rent commencement dates.

12. MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT (APR 2015)

The Lessor shall maintain the Property, including the building, building systems, and all equipment, fixtures, and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition so that they are suitable in appearance and capable of supplying such heat, air conditioning, light, ventilation, safety systems, access and other things to the premises, without reasonably preventable or recurring disruption, as is required for the Government's access to, occupancy, possession, use and enjoyment of the premises as provided in this lease. For the purpose of so maintaining the premises, the Lessor may at reasonable times enter the premises with the approval of the authorized Government representative in charge. Upon request of the Lease Contracting Officer (LCO), the Lessor shall provide written documentation that building systems have been properly maintained, tested, and are operational within manufacturer's warranted operating standards. The Lessor shall maintain the Premises in a safe and healthful condition according to applicable OSHA standards and all other requirements of this Lease, including standards governing indoor air quality, existence of mold and other biological hazards, presence of hazardous materials, etc. The Government shall have the right, at any time after the Lease Award Date and during the term of the Lease, to inspect all areas of the Property to which access is necessary for the purpose of determining the Lessor's compliance with this clause.

13. FIRE AND CASUALTY DAMAGE (JUN 2016)

If the building in which the Premises are located is totally destroyed or damaged by fire or other casualty, this Lease shall immediately terminate. If the building in which the Premises are located are only partially destroyed or damaged, so as to render the Premises untenantable, or not usable for their intended purpose, the Lessor shall have the option to elect to repair and restore the Premises or terminate the Lease. The Lessor shall be permitted a reasonable amount of time, not to exceed **270 days** from the event of destruction or damage, to repair or restore the Premises, provided that the Lessor submits to the Government a reasonable schedule for repair of the Premises within **60 days** of the event of destruction or damage. If the Lessor fails to timely submit a reasonable schedule for completing the work, the Government may elect to terminate the Lease effective as of the date of the event of destruction or damage. If the Lessor elects to repair or restore the Premises, but fails to repair or restore the Premises within **270 days** from the event of destruction or damage, or fails to diligently pursue such repairs or restoration so as to render timely completion commercially impracticable, the Government may terminate the Lease effective as of the date of the destruction or damage. During the time that the Premises are unoccupied, rent shall be abated. Termination of the Lease by either party under this clause shall not give rise to liability for either party.

Nothing in this lease shall be construed as relieving Lessor from liability for damage to, or destruction of, property of the United States of America caused by the willful or negligent act or omission of Lessor.

14. COMPLIANCE WITH APPLICABLE LAW (JAN 2011)

Lessor shall comply with all Federal, state and local laws applicable to its ownership and leasing of the Property, including, without limitation, laws applicable to the construction, ownership, alteration or operation of all buildings, structures, and facilities located thereon, and obtain all necessary permits, licenses and similar items at its own expense. The Government will comply with all Federal, State and local laws applicable to and enforceable against it as a tenant under this lease, provided that nothing in this Lease shall be construed as a waiver of the sovereign immunity of the Government. This Lease shall be governed by Federal law.

15. 552.270-12 ALTERATIONS (SEP 1999)

The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. If the lease contemplates that the Government is the sole occupant of the building, for

purposes of this clause, the leased premises include the land on which the building is sited and the building itself. Otherwise, the Government shall have the right to tie into or make any physical connection with any structure located on the property as is reasonably necessary for appropriate utilization of the leased space.

16. ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY (APR 2015)

(a) Ten (10) working days prior to the completion of the Space, the Lessor shall issue written notice to the Government to schedule the inspection of the Space for acceptance. The Government shall accept the Space only if the construction of building shell and TIs conforming to this Lease and the approved DIDs is substantially complete, and a Certificate of Occupancy has been issued as set forth below.

(b) The Space shall be considered substantially complete only if the Space may be used for its intended purpose and completion of remaining work will not unreasonably interfere with the Government's enjoyment of the Space. Acceptance shall be final and binding upon the Government with respect to conformance of the completed TIs to the approved DIDs, with the exception of items identified on a punchlist generated as a result of the inspection, concealed conditions, latent defects, or fraud, but shall not relieve the Lessor of any other Lease requirements.

(c) The Lessor shall provide a valid Certificate of Occupancy, issued by the local jurisdiction, for the intended use of the Government. If the local jurisdiction does not issue Certificates of Occupancy or if the Certificate of Occupancy is not available, the Lessor may satisfy this condition by providing a report prepared by a licensed fire protection engineer that indicates that the Space and Building are compliant with all applicable local codes and ordinances and all fire protection and life safety-related requirements of this Lease to ensure an acceptable level of safety is provided. Under such circumstances, the Government shall only accept the Space without a Certificate of Occupancy if a licensed fire protection engineer determines that the offered space is compliant with all applicable local codes and ordinances and fire protection and life safety-related requirements of this Lease.

17. 552.270-33 SYSTEM FOR AWARD MANAGEMENT – LEASING (FEB 2020)

(a) Definitions. As used in this provision—
"Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.
"Registered in the System for Award Management (SAM)" means that–

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into SAM

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

"Unique entity identifier" means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)

(1) An Offeror is required to be registered in SAM prior to award, and shall continue to be registered during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

(1) Company legal business name.

(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
(3) Company physical street address, city, state, and Zip Code.t
(4) Company mailing address, city, state and Zip Code (if separate from physical).
(5) Company telephone number.
(6) Date the company was started.
(7) Number of employees at your location.
(8) Chief executive officer/key manager.
(9) Line of business (industry).
(10) Company headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
(e) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See https://www.sam.gov for information on registration.

18. 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)

This clause is incorporated by reference.

19. 552.270-31 PROMPT PAYMENT (JUN 2011)

The Government will make payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made. All days referred to in this clause are calendar days, unless otherwise specified.

(a) *Payment due date—*

(1) *Rental payments.* Rent shall be paid monthly in arrears and will be due on the first workday of each month, and only as provided for by the lease.

(i) When the date for commencement of rent falls on the 15th day of the month or earlier, the initial monthly rental payment under this contract shall become due on the first workday of the month following the month in which the commencement of the rent is effective.

(ii) When the date for commencement of rent falls after the 15th day of the month, the initial monthly rental payment under this contract shall become due on the first workday of the second month following the month in which the commencement of the rent is effective.

(2) *Other payments.* The due date for making payments other than rent shall be the later of the following two events:

(i) The 30th day after the designated billing office has received a proper invoice from the Contractor.

(ii) The 30th day after Government acceptance of the work or service. However, if the designated billing office fails to annotate the invoice with the actual date of receipt, the invoice payment due date shall be deemed to be the 30th day after the Contractor's invoice is dated, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(b) *Invoice and inspection requirements for payments other than rent.*

(1) The Contractor shall prepare and submit an invoice to the designated billing office after completion of the work. A proper invoice shall include the following items:

(i) Name and address of the Contractor.

(ii) Invoice date.

(iii) Lease number.

(iv) Government's order number or other authorization.

(v) Description, price, and quantity of work or services delivered.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the remittance address in the lease or the order).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(2) The Government will inspect and determine the acceptability of the work performed or services delivered within seven days after the receipt of a proper invoice or notification of completion of the work or services unless a different period is specified at the time the order is placed. If actual acceptance occurs later, for the purpose of determining the payment due date and calculation of interest, acceptance will be deemed to occur on the last day of the seven day inspection period. If the work or service is rejected for failure to conform to the technical requirements of the contract, the seven days will be counted beginning with receipt of a new invoice or notification. In either case, the Contractor is not entitled to any payment or interest unless actual acceptance by the Government occurs.

(c) *Interest Penalty.*

(1) An interest penalty shall be paid automatically by the Government, without request from the Contractor, if payment is not made by the due date.

(2) The interest penalty shall be at the rate established by the Secretary of the Treasury under Section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date. This rate is referred to as the ''Renegotiation Board Interest Rate,'' and it is published in the **Federal Register** semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the payment amount approved by the Government and be compounded in 30-day increments inclusive from the first day after the due date through the payment date.

(3) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233–1, Disputes, or for more than one year. Interest penalties of less than $1.00 need not be paid.

(4) Interest penalties are not required on payment delays due to disagreement between the Government and Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(d) *Overpayments.* If the Lessor becomes aware of a duplicate payment or that the Government has otherwise overpaid on a payment, the Contractor shall—

(1) Return the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(i) Circumstances of the overpayment (*e.g.,* duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected lease number; (iii) Affected lease line item or sub-line item, if applicable; and

(iii) Lessor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

20. 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)

(Applicable to leases over the micro-purchase threshold.)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 6305 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

21. PAYMENT (MAY 2011)

(a) When space is offered and accepted, the amount of American National Standards Institute/Building Owners and Managers Association Office Area (ABOA) square footage delivered will be confirmed by:

(1) The Government's measurement of plans submitted by the successful Offeror as approved by the Government, and an inspection of the space to verify that the delivered space is in conformance with such plans or

(2) A mutual on-site measurement of the space, if the Contracting Officer determines that it is necessary.

(b) Payment will not be made for space which is in excess of the amount of ABOA square footage stated in the lease.

(c) If it is determined that the amount of ABOA square footage actually delivered is less than the amount agreed to in the lease, the lease will be modified to reflect the amount of ABOA space delivered and the annual rental will be adjusted as follows:

ABOA square feet not delivered multiplied by one plus the common area factor (CAF), multiplied by the rate per rentable square foot (RSF). That is: (1+CAF) x Rate per RSF = Reduction in Annual Rent

22. 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

This clause is incorporated by reference.

23. 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (JUN 2020)

(Applicable to leases over $5.5 million total contract value and performance period is 120 days or more.)

This clause is incorporated by reference.

24. 552.270-32 COVENANT AGAINST CONTINGENT FEES (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

(b) *Bona fide agency,* as used in this clause, means an established commercial or selling agency (including licensed real estate agents or brokers), maintained by a Contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(1) Bona fide employee, as used in this clause, means a person, employed by a Contractor and subject to the Contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

(2) Contingent fee, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

(3) Improper influence, as used in this clause, means any influence that induces or tends to induce a *Government* employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

25. 52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)
(Applicable to leases over the Simplified Lease Acquisition Threshold.)
This clause is incorporated by reference.

26. 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)
(Applicable to leases over the Simplified Lease Acquisition Threshold, as well as to leases of any value awarded to an individual.)
This clause is incorporated by reference.

27. 52.203-14 DISPLAY OF HOTLINE POSTER(S) (JUN 2020)
(Applicable to leases over $5.5 Million total contract value and performance period is 120 days or more.)

(a) *Definition.*

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Display of fraud hotline poster(s).* Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites-

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s)	*Obtain from*
_____	_____
_____	_____

(*Contracting Officer shall insert—*

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Federal Acquisition Regulation 3.1004(b)(1) on the date of subcontract award, except when the subcontract—

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

28. 552.270-30 PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JUN 2011)

(Applicable to leases over the Simplified Lease Acquisition Threshold.)

(a) If the head of the contracting activity (HCA) or his or her designee determines that there was a violation of subsection 27(a) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in the Federal Acquisition Regulation, the Government, at its election, may—

(1) Reduce the monthly rental under this lease by five percent of the amount of the rental for each month of the remaining term of the lease, including any option periods, and recover five percent of the rental already paid;

(2) Reduce payments for alterations not included in monthly rental payments by five percent of the amount of the alterations agreement; or

(3) Reduce the payments for violations by a Lessor’s subcontractor by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was placed.

(b) Prior to making a determination as set forth above, the HCA or designee shall provide to the Lessor a written notice of the action being considered and the basis thereof. The Lessor shall have a period determined by the agency head or designee, but not less than 30 calendar days after receipt of such notice, to submit in person, in writing, or through a representative, information and argument in opposition to the proposed reduction. The agency head or designee may, upon good cause shown, determine to deduct less than the above amounts from payments.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this lease.

29. 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)
(Applicable when cost or pricing data are required for work or services over $750,000.)
This clause is incorporated by reference.

30. 552.270-13 PROPOSALS FOR ADJUSTMENT (OCT 2016)
This clause is incorporated by reference.

31. CHANGES (MAR 2013)

(a) The LCO may at any time, by written order, direct changes to the Tenant Improvements within the Space, Building Security Requirements, or the services required under the Lease.

(b) If any such change causes an increase or decrease in Lessor's costs or time required for performance of its obligations under this Lease, whether or not changed by the order, the Lessor shall be entitled to an amendment to the Lease providing for one or more of the following:

(1) An adjustment of the delivery date;

(2) An equitable adjustment in the rental rate;

(3) A lump sum equitable adjustment; or

(4) A change to the operating cost base, if applicable.

(c) The Lessor shall assert its right to an amendment under this clause within 30 days from the date of receipt of the change order and shall submit a proposal for adjustment. Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, the pendency of an adjustment or existence of a dispute shall not excuse the Lessor from proceeding with the change as directed.

(d) Absent a written change order from the LCO, or from a Government official to whom the LCO has explicitly and in writing delegated the authority to direct changes, the Government shall not be liable to Lessor under this clause.

32. 552.215-70 EXAMINATION OF RECORDS BY GSA (JUL 2016)
This clause is incorporated by reference.

33. 52.215-2 AUDIT AND RECORDS—NEGOTIATION (JUN 2020)
(Applicable to leases over the Simplified Lease Acquisition Threshold.)
This clause is incorporated by reference.

34. 52.233-1 DISPUTES (MAY 2014)
This clause is incorporated by reference.

35. 52.222-26 EQUAL OPPORTUNITY (SEP 2016)
This clause is incorporated by reference.

36. 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
This clause is incorporated by reference.

37. 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (MAY 2020)
(Applicable to leases exceeding the micro-purchase threshold.)
This clause is incorporated by reference.

38. 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)
(Applicable to leases $150,000 or more, total contract value.)

(a) *Definitions*. As used in this clause-

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

39. 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)
(Applicable to leases over $15,000 total contract value.)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

40. 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)
(Applicable to leases $150,000 or more, total contract value.)
This clause is incorporated by reference.

41. 52.209-6 PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUN 2020) (Applicable to leases over $35,000 total contract value.)
This clause is incorporated by reference.

42. 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020)
(Applicable if over $750,000 total contract value.)
This clause is incorporated by reference.

43. 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)
(Applicable to leases over the Simplified Lease Acquisition Threshold.)
This clause is incorporated by reference.

44. 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUN 2020) ALTERNATE III (JUN 2020)
(Applicable to leases over $750,000 total contract value.)
This clause is incorporated by reference.

45. 52.219-16 LIQUIDATED DAMAGES—SUBCONTRACTING PLAN (JAN 1999)
(Applicable to leases over $750,000 total contract value.)
This clause is incorporated by reference.

46. 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)
(Applicable if over $30,000 total contract value.)
This clause is incorporated by reference.

47. 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

48. 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014).

This clause is incorporated by reference.

EXHIBIT "C-1"
FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

In this Exhibit "B", the term "Contractor" shall refer to the "Company", and the term "Airport Sponsor" shall refer to the "Customer".

If there are any conflicts between the terms and conditions of Exhibit "B" and the Agreement, the terms and conditions of Exhibit "B" will prevail.

A. GENERAL REQUIREMENT FOR CONTRACT

1. The Contractor (including all subcontractors) is required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;
2. The Contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;
3. The Contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and
4. The Contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

B. FAILURE TO COMPLY

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,
2. Terminate the contract,
3. Seek suspension/debarment, or
4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

C. CONTRACT PROVISIONS

1. GENERAL CIVIL RIGHTS PROVISIONS (all Contracts)

The Contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

2. CIVIL RIGHTS-TITLE VI COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS (all Contracts)

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

EXHIBIT "C-1"
FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

a) Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

b) Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

c) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

d) Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

e) Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the Non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

   i. Withholding payments to the contractor under the contract until the contractor complies; and/or

   ii. Cancelling, terminating, or suspending a contract, in whole or in part.

f) Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the

Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontractor or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

g) During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S.

Department of Transportation regulations at 49 CFR parts 37 and 38;

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

D. EQUAL EMPLOYMENT OPPORTUNITY (EEO) (All Contracts in excess of $10,000.00)

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or

understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

E. <u>TERMINATION OF CONTRACT</u> (contracts that exceed $10,000)

TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)

The City ("Owner") may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and

without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

   Owner agrees to pay Contractor for:

   a) completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;

   b) documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;

   c) reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and

   d) reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.
The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR DEFAULT (CONSTRUCTION)
Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights, and remedies associated with Owner termination of this contract due to default of the Contractor.

ADDENDUM to the System for Award Management (SAM) REPRESENTATIONS AND CERTIFICATIONS (Acquisitions of Leasehold Interests in Real Property)	Request for Lease Proposals Number **GS-07P-LTX00553**	Dated

Complete appropriate boxes, sign the form, and attach to offer.
The Offeror makes the following additional Representations. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

1. ANNUAL REPRESENTATIONS AND CERTIFICATIONS FOR LEASEHOLD ACQUISITIONS (APR 2015)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531120, unless the real property is self-storage (#531130), land (#531190), or residential (#531110).

(2) The small business size standard is 38.5 Million in annual average gross revenue of the concern for the last 3 fiscal years.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) The System for Award Management (SAM) is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror, by signing this addendum, hereby certifies he is registered in SAM.

[ ] Registration Active and Copy Attached

2. 552.203-72 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT FEDERAL TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION) (OCT 2013)

(a) In accordance with Sections 630 and 631 of Division of the Consolidated Appropriations Act, 2012 (Pub. L. 112-74), and Section 101 of the Continuing Appropriations Act, 2014 (Pub. L. 113-16) none of the funds made available by the Continuing Appropriations Act 2014 may be used to enter into a contract action with any corporation that---

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government, or

(2) Was convicted, or had an officer or agent of such corporation acting on behalf of the corporation convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation or such officer or agent and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Contractor represents that—

(1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or

have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(2) It is [ ] is not [ ] a corporation that was convicted, or had an officer or agent of the corporation acting on behalf of the corporation, convicted of a felony criminal violation under any Federal law within the preceding 24 months.

3. OFFEROR’S DUNS NUMBER

(a) Enter number: ___058873019_____

(b) An offeror may obtain a DUNS number (i) via the Internet at http://fedgov.dnb.com/webform or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

OFFEROR OR LEGALLY AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE)	TELEPHONE NUMBER
	_____ Signature	_____ Date

Initials

Lessor:_____ Government:_____

Legislation Text

File #: 21-940, **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, Tracey Jerome, (915) 212-1783

AGENDA LANGUAGE:

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

Approve a Resolution establishing the Streetcar Cross-Functional Team, to include Representatives from Districts 1, 3, and 8.

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

AGENDA DATE: 17 August 2021
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER:
Tracey Jerome, Deputy City Manager
915 212 1783

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: 1.2 Stimulate economic growth through transit integration

SUBGOAL:
3.2 Improve the visual impression of the community
4.2 Create innovative recreation, educational and cultural programs
5.1 Set a climate of respect, collaboration and team spirit among Council, city staff and the community

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

Approve a resolution establishing the Streetcar Cross-Functional Team, to include Representatives from Districts 1, 3 and 8

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

The Cross Functional Team will work to develop and deploy various approaches to develop and support the sustainability of the streetcar, building brand recognition and ridership and supporting economic development and tourism for Uptown and Downtown

PRIOR COUNCIL ACTION:
Has the Council previously considered this item or a closely related one?

No

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

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X__ YES ___NO

PRIMARY DEPARTMENT: Sun Metro
SECONDARY DEPARTMENT: QoL Departments (MCAD, Libraries, Parks)

Revised 04/09/2021

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

DEPARTMENT HEAD: _____

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

Revised 04/09/2021

RESOLUTION

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

Establishes and creates the Streetcar Cross-Functional Team, to include different City of El Paso stakeholders and Representatives from Districts 1, 3 and 8. The Cross Functional Team will work to develop and deploy various approaches to support the sustainability of the streetcar by building brand recognition, ridership and supporting economic development and tourism for Uptown and Downtown.

APPROVED this _____ day of _____, 2021.

THE CITY OF EL PASO:

_____
Oscar Leeser, Mayor

ATTEST:

_____
Laura D. Prine, City Clerk

APPROVED AS TO FORM:

_____
Karla Muñoz
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Tracey Jerome, Deputy City Manager
Quality of Life Departments

El Paso Streetcar
Cross-Functional Team

Agenda Item: 6

17 August 2021

Strategic Goals

- 1.2 Stimulate economic growth through transit integration
- 3.2 Improve the visual impression of the community
- 4.2 Create innovative recreation, educational and cultural programs
- 5.1 Set a climate of respect, collaboration and team spirit among Council, city staff and the community

Team Members

- **Lead:** Tracey Jerome, DCM, Quality of Life
- **Members**:
  - Rep. Peter Svarzbein, Mayor Pro Tem, D1
  - Rep. Cassandra Hernandez, D3
  - Rep. Cissy Lizarraga, Mayor Pro Tem (alt), D8
  - Diana Cepeda, Quality of Life
  - David Coronado, International Bridges
  - Mirella Craigo, Economic Development
  - Bryan Crowe, Destination El Paso
  - Laura Cruz-Acosta, Strategic Communications
  - Everette Esparza, Sun Metro
  - Joe Gudenrath, DMD
  - Araceli Guerra, IT
  - Brian Lake, International Bridges
  - Kevin Smith, Planning and Inspections
  - Ellen Smyth, Sun Metro

Opportunity Statement

Working with community stakeholders, the Cross Functional Team will activate and deploy various approaches to develop and support the sustainability of the streetcar, building brand recognition and ridership and supporting economic development and tourism for Uptown and Downtown

Approach to Achieve Project Outcomes

- Deploy **phased** service with **activation** including **programming**, **marketing** and **promotion** to build **brand recognition** and **ridership**
- Develop profile of the service as **unique amenity**, supporting economic development and tourism for Uptown and Downtown

Key Messaging

Streetcar usage is a safe, reliable, unique way to travel through and between the Uptown and Downtown

Measures of Success

Key measures of success will include:

- Programming developed/launched
- Ridership numbers
- Partnerships/collaborations
- Advertising/sponsorships

MISSION

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

VISION

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

VALUES

Integrity, **R**espect, **E**xcellence, **A**ccountability, **P**eople

File #: 21-945, **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, Tracey Jerome, (915) 212-1783
Destination El Paso, Bryan Crowe, (915) 534-0667

AGENDA LANGUAGE:

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

Approve a Resolution authorizing the City Manager or designee to make necessary budget transfers and to sign the Event Support Contract with Consortium Productions, Inc. for the City of El Paso to host the 2021 Sun City CRIT in conjunction with USA GRITS, September 10-12, 2021.

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

AGENDA DATE: August 17, 2021
PUBLIC HEARING DATE: n/a

CONTACT PERSON(S) NAME AND PHONE NUMBER: Tracey Jerome, Bryan Crowe 915-534-0667

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 1

SUBGOAL: Enhance Visitor Revenues – Convention / Sport Development

SUBJECT:
APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include $ amount if applicable.
Approve a resolution authorizing the City Manager or designee to make necessary budget transfers and to sign the Event Support Contract with Consortium Productions, Inc. for the City of El Paso to host the 2021 Sun City CRIT in conjunction with USA CRITS, September 10-12, 2021.

BACKGROUND / DISCUSSION:
Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?
El Paso was selected through a competitive processes to host the Sun City CRIT part of the USA CRITS series. Each event will bring an estimated economic impact of $1.3 Million.

The city has committed to support the event with a $120,000 site fee required to successfully and safely conduct the event. An initial payment was made in February of 2020 in the amount of $90,000 and the remainder of $30,000 will be due to Consortium Productions Inc. within a month of the conclusion of the 2021 event.

The City has applied and been approved by the State of Texas Event Trust Fund to seek reimbursement for the city's financial obligations under the Event Support Contract.

PRIOR COUNCIL ACTION:
Has the Council previously considered this item or a closely related one?
City Council has approved Event Support Contracts for past events such as the 2019 Triple-A All Star Game, 2019 USA Crits and SMART Airports Conference in 2019.

AMOUNT AND SOURCE OF FUNDING:
How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?
Up to $53,157 which is eligible for reimbursement by State of Texas Event Trust Fund.

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X__ YES ___NO

Revised 04/09/2021

PRIMARY DEPARTMENT:
SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD: _____

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

RESOLUTION

WHEREAS, Visit El Paso/Destination El Paso, the City of El Paso (the "City") was selected to host the 2020 Sun City Crit on March 28, 2020; and

WHEREAS, Due to the COVID-19 Pandemic that affected the world the event was postponed; and

WHEREAS, Visit El Paso/Destination El Paso, the City of El Paso (the "City") was selected to host the 2021 Sun City Crit on September 11, 2021; and

WHEREAS, the City supported the 2020 event by entering into a contract ("Event Support Contract") with Consortium Products, Inc. ("CRIT") including a $120,000.00 site fee ("Site Fee"); and other miscellaneous expenses not to exceed $10,000.00 ("Miscellaneous Expenses") paid to CRIT; and

WHEREAS, the City has paid 75% of the Site Fee in 2020 which will be applied to the 2021 Sun City Crit event.

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

That, the City Manager is authorized to make necessary budget transfers and sign the Event Support Contract between the City and CRIT in order for the City to host the 2021 Sun City Crit, including the remaining amount of the $120,000.00 Site Fee and Miscellaneous Expenses not to exceed $10,000.00 to be paid to CRIT.

APPROVED this ____day of _____, 2021.

CITY OF EL PASO

_____
Oscar Leeser, Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Karla Muñoz
Assistant City Attorney

APPROVED AS TO CONTENT:

Bryan Crowe
Destination El Paso

THE STATE OF TEXAS	**§**	
	§	**EVENT SUPPORT CONTRACT**
COUNTY OF EL PASO	**§**	

This Event Support Contract (the "Contract") is between the City of El Paso, a Texas home rule municipality **("City")** and Consortium Productions, Inc**. ("CRIT"),** a Florida based corporation whose registered office is 17051 SW 49th St Southwest Ranches FL 33331 and EIN 46-0808409.

WHEREAS, the City of El Paso has been designated as the host for the **Sun City Crit on September 11, 2021** (the "Event"); and

WHEREAS, the parties to the present agreement wish to describe the City's financial commitment in support of the Event and the responsibilities of the City and CRIT to organize the Event.

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

I. General Obligations of the Parties

A. The City has been designated as the host for the Sun City Crit, scheduled for Saturday, September 11 with setup and teardown on Friday, September 10 and Sunday, September 12 respectively (the "Event").

B. The City is obligated to perform functions necessary to host the Event as outlined in Exhibit A as "City Responsibilities." These functions will result in City expenses to include:

1. A site fee of $120,000; Parties acknowledge that 75% of the site fee was paid in February of 2020 but the remainder shall be payable to CRIT at the conclusion of the Event but no later than September 30, 2021;

2. Other expenses required to successfully and safely conduct the Event as mutually agreeable between the parties and to not exceed $10,000.

C. CRIT is obligated to perform functions necessary to organize and execute the Event as outlined in Exhibit A as "USA CRIT Responsibilities."

D. If said Event is not held, the City is not obligated to expend the monies described in I.B. of this Contract.

II. Term & Termination

A. The term of this Contract shall begin on August 19, 2021 and shall continue until all payments required pursuant to this Contract have been made, documentation of payment to CRIT is received by the City, all reimbursement from the Texas Events Trust Fund have been made to the City or until terminated by either party in accordance with the provisions of this Contract or until such time as the parties mutually agree to terminate this Contract.

B. Termination

1. This Contract shall be terminated if the Event does not take place in El Paso, Texas.

2. The obligations of the parties for all costs incurred under this Contract prior to such termination notice, shall survive such termination, as well as any other obligation incurred under this Contract, until performed.

III. GOVERNMENTAL FUNCTION AND IMMUNITY.

A. Governmental Function. The parties expressly agree that, in all things relating to this Contract, the City enters into this Contract for the purpose of performing governmental functions and are performing governmental functions, as defined by the Texas Tort Claims Act. The parties further expressly agree that every act or omission of the City, which in any way pertains to or arises out of this Contract, falls within the definition of governmental function.

B. Sovereign Immunity. The City reserves, and does not waive, its right of sovereign immunity and similar rights and does not waive its rights under the Texas Tort Claims Act. The parties expressly agree that the City does not waive, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its powers or functions or pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules, or regulations.

C. INDEMNIFICATION. AS A CONDITION OF THIS AGREEMENT, CRIT OR ITS INSURER SHALL INDEMNIFY, DEFEND AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE,) INCLUDING BUT NOT LIMITED TO ALL JUDGMENTS, SETTLEMENT AMOUNTS, ATTORNEYS' FEES, COURT COSTS AND EXPENSES INCURRED IN THE INVESTIGATION, HANDLING, DEFENSE AND LITIGATION OF ANY CLAIM OR SUIT, INCLUDING BUT NOT LIMITED TO ANY CLAIM OR SUIT FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY,

PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON REGARDLESS OF THE MERITS OF OR OUTCOME OF SUCH CLAIM OR SUIT ARISING OUT OF OR RELATED TO THIS AGREEMENT. THIS INDEMNIFICATION PARAGRAPH SHALL APPLY EVEN WHERE SUCH BODILY OR PERSONAL INJURY, ILLNESS, LOSS OF SERVICES, PHYSICAL OR MENTAL IMPAIRMENT TO OR DEATH OF ANY PERSON, OR FOR DAMAGE OR DESTRUCTION TO ANY PROPERTY RESULTS FROM OR INVOLVES NEGLIGENCE OR ALLEGATIONS OF NEGLIGENCE ON THE PART OF THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES. WITHOUT MODIFYING THE CONDITIONS PRECEDENT FOR PRESERVING DEFENSES, ASSERTING CLAIMS OR ENFORCING ANY LEGAL LIABILITY, AGAINST THE CITY AS REQUIRED BY THE CITY CHARTER OR ANY LAW, THE CITY SHALL PROMPTLY FORWARD TO CRIT EVERY DEMAND, NOTICE, SUMMONS OR OTHER PROCESS RECEIVED BY THE CITY IN ANY CLAIM OR LEGAL PROCEEDING CONTEMPLATED HEREIN. CRIT SHALL 1) INVESTIGATE OR CAUSE THE INVESTIGATION OF ACCIDENTS OR OCCURRENCES INVOLVING SUCH INJURIES OR DAMAGES; 2) NEGOTIATE OR CAUSE TO BE NEGOTIATED THE CLAIM AS CRIT MAY DEEM EXPEDIENT; AND 3) DEFEND OR CAUSE TO BE DEFENDED ON BEHALF OF THE CITY ALL SUITS FOR DAMAGES EVEN IF GROUNDLESS, FALSE OR FRAUDULENT, BROUGHT BECAUSE OF SUCH INJURIES OR DAMAGES. CRIT SHALL PAY ALL JUDGMENTS IN ACTIONS DEFENDED BY CRIT PURSUANT TO THIS SECTION ALONG WITH ALL ATTORNEYS' FEES AND COSTS INCURRED BY THE CITY INCLUDING INTEREST ACCRUING TO THE DATE OF PAYMENT BY CRIT, AND PREMIUMS ON ANY APPEAL BONDS. THE CITY, AT ITS ELECTION SHALL HAVE THE RIGHT TO PARTICIPATE IN ANY SUCH NEGOTIATIONS OR LEGAL PROCEEDINGS TO THE EXTENT OF ITS INTEREST. THE CITY SHALL NOT BE RESPONSIBLE FOR ANY LOSS OF OR DAMAGE TO CRIT'S PROPERTY FROM ANY CAUSE.

IV. **Miscellaneous**

A. Liability. This Contract is not intended to alter or reallocate any defense or immunity authorized or available to either party by law.

B. Compliance with Laws. In the performance of their obligations under this Contract, the parties shall comply with all applicable federal, state or local laws, ordinances and regulations.

C. Governing Law. This Contract shall be construed and interpreted in accordance with the laws of the State of Texas, along with any applicable provisions of the federal law, the City Charter and/or any ordinance of the City.

D. Venue. The parties hereto agree that this Contract shall be enforceable in El Paso, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in El Paso County, Texas. Should the need for dispute resolution arise, venue is in the El Paso County, Texas.

E. Current Revenues. Pursuant to Section 791.001(d)(3), Texas Government Code, the City will make all payments from current revenues.

F. No Waiver. The failure of any party at any time to require performance by the other party of any provision of this Contract shall in no way affect the right of such party to require performance of that provision. Any waiver by a party of any breach of any provision of this Contract shall not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver or the provision itself, or a waiver of any right under this Contract.

G. Notice. All notices provided for herein shall be sufficient if sent by certified mail, return receipt requested, postage fully prepaid, addressed to the proper party at the following address:

City: City of El Paso
Attn: City Manager
P.O. Box 1980
El Paso, TX 79950-1890

CRIT: Consortium Productions, Inc.
Attn: Ravi Rajcoomar
17051 SW 49th St
Southwest Ranches, FL 33331

H. Severability. Every provision of this Contract is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Contract.

I. Any amendments to this Contract shall be in writing and signed by all parties.

J. This constitutes the entire agreement of the parties.

(Signatures follow on next page)

THE STATE OF TEXAS §
§ **EVENT SUPPORT CONTRACT**
COUNTY OF EL PASO §

Signature Page

IN WITNESS WHEREOF, City of El Paso, and CRIT have entered into this Contract.

CITY OF EL PASO

_____
Tomás González
City Manager

CONSORTIUM PRODUCTIONS, INC.

_____
Name Printed:_____
Title:_____

APPROVED AS TO FORM:

_____
Karla Muñoz
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Bryan Crowe
General Manager, Destination El Paso

Exhibit A
Event Support Contract
Sun City Crit
September 10-12, 2021

City Responsibilities:

• Work with USA CRIT to develop and execute non-race activities that benefit the community – example but not limited to musical entertainment, kids races, celebrity races, running races, vendor expo, food court, other sponsor activation areas.
• Coordination of digital advertising campaign to increase Event attendance and hotel impact.
• Coordination of downtown street closures and coordination of permitting for Event
• To pay remaining 25% of site fee of US $ 120,000.00. Remainder of site fee to be payable no later than September 30, 2021.

CRIT Responsibilities:

- Create, develop, and execute cycling event
- Create, develop, and execute athlete recruitment and marketing plan
- Create, develop, and execute community and spectator marketing plan in partnership with the City's Destination El Paso ("DEP") department
- Develop and execute operational plan and budget for technical vendors and 3rd party support for example but not to be limited to – permitting, registration, hotel, timing, sound, announcers, fencing, police/security, truss, lighting, broadcast, screens, power, radios, tenting, hospitality, awards, security, bathrooms, street cleaning, course crossings and sponsors.
- Work with DEP to develop and execute non-race activities that benefit the community – example but not limited to musical entertainment, kids races, celebrity races, running races, vendor expo, food court, other sponsor activation areas.
- Develop and execute local grassroots outreach plan for the cycling, running, outdoor endurance and general audience.
- Sanction, insure and officiate the event through USA Cycling and its officials.
- Provide appropriate Certificates of Insurance for all required parties
- Develop and execute with DEP appropriate media plan including press conferences, athlete visits, social media campaign, direct outreach as needed
- Develop and execute compelling event day run of show for the local on-site and broadcast audience
- Develop medical plan for athletes and spectators on-site
- Develop crisis communication plan for athletes and spectators on site
- Develop and execute awards, prize-giving ceremonies, and prize money payout
- Develop and execute event staffing and volunteer plan
- Provide attendance, economic impact, hotel room night utilization, event budget, actual events expenses and other reporting as requested by DEP

File #: 21-908, **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
Police, Isaura Valdez, (915) 212-4311
Police, Chief Gregory K. Allen, (915) 212-4302

AGENDA LANGUAGE:

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

That the City Manager or Designee be authorized to sign the Interlocal Agreement between the County of El Paso, Texas and the City of El Paso, Texas to submit a joint application to the Department of Justice under the 2021 Edward Byrne Memorial Justice Assistance Grant Program (JAG), in the amount of $217,701.00. The funds received under the JAG program will be allocated 50% to the County of El Paso, Texas, $108,850.50 and 50% to the City of El Paso, Texas, $108,850.50. No cash match or in-kind is required.

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

AGENDA DATE: August 17, 2021

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Isaura Valdez, 212-4311,
Chief Gregory K. Allen, 212-4302

DISTRICT(S) AFFECTED: All

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

SUBGOAL: Maintain standing as one of the nation's top safest cities.

SUBJECT:
That the City Manager or Designee be authorized to sign the Interlocal Agreement between the County of El Paso, Texas and the City of El Paso, Texas to submit a joint application to the Department of Justice under the 2021 Edward Byrne Memorial Justice Assistance Grant Program (JAG), in the amount of $217,701.00. The funds received under the JAG program will be allocated 50% to the County of El Paso, Texas, $108,850.50 and 50% to the City of El Paso, Texas, $108,850.50. No cash match or in-kind is required.

BACKGROUND / DISCUSSION:
The El Paso Police Department (EPPD) is seeking to enhance the Online reporting capability for Citizens to file police reports for selected incidents. The Lexis- Nexis DORS software subscription will be implemented to efficiently transfer reports from the public directly into the Dept.'s OnCall Records Management System (RMS). The JAG agreement will also assist in updating the Telephone Reporting Unit (TRU) by purchasing equipment that include 57 monitors, 19 monitor stands and 19 video cards.

PRIOR COUNCIL ACTION:
City Council approved the FY2020 JAG grant application on September 15, 2020.

AMOUNT AND SOURCE OF FUNDING:
N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___NO

PRIMARY DEPARTMENT: Police
SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

_____

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

Revised 04/09/2021

RESOLUTION

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

That the City Manager or Designee be authorized to sign the Interlocal Agreement between the County of El Paso, Texas and the City of El Paso, Texas to submit a joint application to the Department of Justice under the 2021 Edward Byrne Memorial Justice Assistance Grant Program (JAG), in the amount of $217,701.00. The funds received under the JAG program will be allocated 50% to the County of El Paso, Texas, $108,850.50 and 50% to the City of El Paso, Texas, $108,850.50.

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

ADOPTED this _____day of August, 2021

CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Eric Gutierrez
Assistant City Attorney

APPROVED AS TO CONTENT:

for Greg Allen
Chief of Police

21-1026-11534.019/PL#1102250/2021 JAG – Resolution/EG

COUNTY of EL PASO, TEXAS JAG FY21

Interlocal Agreement

County of El Paso, Texas
and
City of El Paso, Texas

THE STATE OF TEXAS §

KNOW ALL BY THESE PRESENT

COUNTY OF EL PASO §

INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF EL PASO, TEXAS and THE CITY OF EL PASO, TEXAS

2021 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM

This Interlocal Agreement ("Agreement") is entered into by and between the County of El Paso, Texas, acting by and through its governing body, the Commissioners Court (hereinafter referred to as "COUNTY"), and the City of El Paso, Texas, acting by and through its governing body, the City Council (hereinafter referred to as "CITY"), collectively ("Parties").

WHEREAS, the Interlocal Cooperation Act, Sec. 791.001, et seq., Texas Government Code, authorizes local governments to contract with one another to carry out their governmental functions; and

WHEREAS, the COUNTY and the CITY are local governments as defined in Texas Government Code, have the authority to enter into this Agreement, and have each entered into this Agreement by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, the COUNTY and the CITY agree that it is more efficient, effective, and less costly to submit a joint application for - and administer - funding under the 2021 Edward Byrne Justice Assistance Grant (JAG) Program: Local Solicitation (hereinafter referred to "JAG Local Solicitation Program") for certain criminal justice activities, thereby serving the public; and

WHEREAS, the County of El Paso will be the lead participating agency for application and administration of funds for the JAG Local Solicitation Program; and

WHEREAS, the COUNTY and CITY believe it to be in their interest to allocate the JAG Local Solicitation Program funds in the manner described in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and of other good and valuable consideration, and intending to be bound hereby, the COUNTY and the CITY agree as follows:

County of El Paso, Texas
DUN #098970403
DOJ BJA FY21 JAG Local Solicitation Funding

Section 1

The CITY and COUNTY agree that the COUNTY will prepare and submit an application for funds under the JAG Local Solicitation Program in the total amount of $217,701.00 for the El Paso, Texas region. The parties agree that the submission of the application will be done after such is reviewed by the CITY.

The parties agree that the funds received under the JAG Local Solicitation Program will be allocated as follows:

- City of El Paso $108,850.50
- County of El Paso $108,850.50

The parties understand and warrant that this agreement is contingent upon receipt by the COUNTY of the funding described above. In the event that the grant award is less than the amount requested, the parties understand and agree that said award shall be allocated on a percentage basis as follows:

- City of El Paso 50% of total JAG Local Solicitation Program award
- County of El Paso 50% of total JAG Local Solicitation Program award

In no event will the COUNTY provide any additional resources to the project beyond those specified under this Agreement.

Section 2

The COUNTY agrees to use its share of the funds only for eligible costs under the JAG Local Solicitation Program for the Sheriff's Office and the District Attorney's Office, as more specifically set forth in Attachment A.

The CITY agrees that it will use its share of the funds only for eligible costs under the JAG Local Solicitation Program for the El Paso Police Department, as more specifically set forth in Attachment A.

The parties agree that the expenditure of funds may be revised by each party without the need to further amend this Agreement so long as the costs are eligible under the JAG Local solicitation Program and approved by the funding source.

The CITY agrees it will comply with the provisions of the 2021 Byrne Justice Assistance Grant (JAG) Program and provide to the COUNTY any information that the COUNTY may require to submit reports required under the grant agreement.

Regarding equipment purchased with the JAG Local Solicitation Program funds, the City agrees to (a) list such equipment in the inventory of their own local government only and (b) report the status of said equipment to the COUNTY through the end of the grant period plus three (3) years as required under the federal guidelines for said funds.

The parties agree that the COUNTY shall have the right to verify the inventory list of said equipment provided by the CITY on an annual basis and at a time that is mutually convenient for all parties.

Section 3

This Agreement shall become effective upon COUNTY's acceptance of the JAG Local Solicitation Program grant award and shall remain in effect until the expiration of the grant period. In the event that the FY2021 JAG Local Solicitation Program grant is not awarded, this agreement shall be void.

Section 4

The CITY shall submit claims or invoices, bearing their respective agency's letterhead, no later than thirty (30) working days from the last day of the month for which payment is requested. The CITY shall account separately for the receipts and expenditures of any and all funds received pursuant to this contract. Each invoice submitted by the CITY will be paid within 30 days of receipt by the COUNTY.

Section 5

The CITY shall maintain and make available for inspection, audit or reproduction by an authorized representative of El Paso County of the State of Texas, books, documents and other evidence pertaining to the cost and expenses relating to the JAG Local Solicitation Program funds provided under this Agreement, (hereinafter called "Records").

The CITY shall maintain financial and supporting documents, statistical records and any other records pertinent to the services for which a claim or expense report has been submitted. The records and documents must be kept for a minimum of three years after the end of the contract period. If any litigation, claim or audit involving these records commences before the three-year period ends, the CITY must keep records and documents for not less than three years or until all litigation, claims or audit finds are resolved.

Section 6

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other parties.

Each party reserves, and does not waive, it respective rights of immunity and similar rights and does not waive its right under the applicable statutes. No provision of this Agreement that imposes an obligation or restriction on either party that is not permitted by applicable law shall be enforceable.

Section 7

The laws of the State of Texas shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the Parties and performance under it.

The COUNTY and the CITY agree to observe all local, federal and state laws, rules and regulations that in any manner affect or govern the procurement of the goods and services necessary to effectuate this Agreement.

No third party shall obtain a right by virtue of the Parties' execution of this Agreement.

By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set out in this Agreement.

This Agreement shall not create any rights in any party not a signatory hereto.

Any alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid if agreed to by the Parties and executed as a written amendment to this Agreement.

If any provision in this Agreement is declared or held invalid, illegal or unenforceable, this Agreement will be revised only to the extent necessary to make such provision(s) legal and enforceable, or if impossible, the unaffected portions of this Agreement shall remain in full force and effect so long as this Agreement remains consistent with the Parties' original intent.

This Agreement shall not be construed against any Party because of such Party's involvement in the preparation of this Agreement.

(SIGNATURES FOLLOW ON THE NEXT PAGES)

COUNTY OF EL PASO

Dated: _____

By: _____
Ricardo Samaniego
County Judge

ATTEST: _____
Delia Briones
County Clerk

APPROVED AS TO FORM:

_____
Assistant County Attorney

APPROVED AS TO CONTENT:

_____
Richard D. Wiles, Sheriff
El Paso County Sheriff's Office
County of El Paso, Texas

County of El Paso, Texas
DUN #098970403
DOJ BJA FY21 JAG Local Solicitation Funding

CITY OF EL PASO

Dated: _____

By: _____
Tomas Gonzalez
City Manager

ATTEST: _____
City Clerk

Approved as to form:

E Gutierrez
Eric Gutierrez
Assistant City Attorney

APPROVED AS TO CONTENT:

A/Chief Victor Lorux for
Gregory K. Allen, Chief of Police
El Paso Police Department
City of El Paso, Texas

ATTACHMENT A
JAG FY21 Budget

El Paso County Sheriff's Office (EPCSO)

EPCSO Budget Narrative

QTY	Item Description	Estimated Cost	Extended Price
	For Traffic Section Accident Investigations:		
1	FARO Laser Scanner FocusS	$46,561.61	$46,561.61
1	FARO FocusS Battery	$464.00	$464.00
1	FARO Koppa Target w/ Tripod Mount Kit	$2,052.28	$2,052.28
1	FARO 3D_AC-LS-Scale Bar Kit	$1776.00	$1776.00
1	FARO 3D- Scale Bar Tripod	$148.00	$148.00
1	FARO 3D_AC-LS_Standard Carbon Fiber Tripod	$803.99	$803.99
1	FARO SCENE New Software License	$3693.50	$3693.50
1	FARO Single User Hard Lock	$160.00	$160.00
1	FARO Zone 3D Advanced Digital Download	$1,933.16	$1,933.16
1	FARO Zone 3D Advanced Maintenance 3Y	$2,040.00	$2,040.00
1	FARO Scene Maintenance 3Y EXT	$1,939.44	$1,939.44
1	FARO Single User Hark Lock	$160.00	$160.00
1	FARO VR Ready Notebook	$3,878.88	$3,878.88
1	FARO Complete Care-SCN Focus S/M-Y4	$9,230.00	$9,230.00
1	FARO 3D_AC_LS_Focus Thermal Cover	$576.00	$576.00
1	FARO 3D_AC_LS_Thermal Cover Display	$572.00	$572.00
1	Onsite Forensics Cust-Site Upg. 5 Day	$7,304.00	$7,304.00
	Subtotal: $83,292.89		
	For Traffic Section – Texas Traffic Law enforcement:		
4	Stalker II Moving Radar (MDR) with accessories	$2,507.00	$10,028.00
2	Setcom "Pigtail " Extension Cables	$115.00	$230.00
2	Setcom Helmet Kits	$328.00	$656.00
2	Motorcycle Helmets	$499.99	$999.98
2	Deluxe Rank Gold	$14.99	$29.98
2	TJ/RJ Snaps Sheriff Gold	$6.75	$13.50
	Subtotal: $11,957.46		
	For the School Resource Officers- Stop the Bleed:		
1	Complete KIT, Bleeding Control Skills Training (Advanced) to train all deputies to use tourniquets and open wounds during critical incidents, plus shipping costs ($54.00)	$2,715.11	$2,715.11
	EPCSO SUBTOTAL		**$97,965.45**

The EPCSO will purchase Laser Scanner equipment that will be utilized by the Sheriff's Office Traffic section. This Laser scanner will assist the traffic deputies in diagraming traffic accident scenes where a more detailed three-dimension diagram is needed for cases involving serious bodily injuries or death is sustained.

The EPCSO will purchase four Stalker Moving Radars that will be utilized by the Sheriff's Office Traffic section to assist deputies in enforcing speeding and moving violations in all parts of El Paso County. Traffic enforcement is necessary in areas off El Paso County in order to reduce traffic accidents and crime.

The EPCSO will purchase a complete Stop the Bleed training kit for the School Resource Officers to assist in training all deputies how to utilize tourniquets in critical incidents where a person suffers serious injuries, thus requiring immediate medical attention and needing to have the open wound covered in order to save their lives. With the kit and the proper training, every deputy can be prepared if the need arises in all areas of the community.

Total project costs are estimated at **$97,965.45.**

District Attorney's Office (DA)

DA Budget Narrative

QTY	Item Description	Estimated Cost	Extended Price
2	27 inch iMac with Retina 5K display • 3.6GHz 10 Core 10th generation Intel Core i9 processor • 64GB 2666MHz DDR4 memory • Radeon Pro 5700XT with 16 GB of GDDR6 memory • 2TB SSD storage • Gigabit Ethernet • Magic Trackpad • Final Cut Pro software	$5,148.99	$10,297.98
2	Magic Keyboard with Numeric	$129.00	$258.00
2	Apple USB SuperDrive	$79.00	$158.00
2	Twelve South Curve Riser for iMac and Displays	$79.95	$159.90
Misc	Upgrades to equipment and/or accessories	$11.17	$11.17
		DA SUBTOTAL	**$10,885.05**

In order for the DA's Portal to function, the Portal team must be equipped with such technology that is advanced, fast and relevant for portal efficiency. The DA would use the grant funds to purchase the computers and accessories. DA would use any extra grant funds awarded towards any upgrades of equipment within the grant cycle. The computers will be used for video rendering, for police stops, jail calls, and for DVD copying to use at court presentation.

Total project costs are estimated at **$10,885.05.**

El Paso Police Department (EPPD)

EPPD Budget Narrative

QTY	Item Description	Estimated Cost	Extended Price
1	Coplogic Supplemental Funding (2 years) LexisNexis Desk Officer Reporting System (DORS)	$82,128.01	$82,128.01
1	Telephone Reporting Unit Workstation upgrade will include the following: (57) 27 inch monitors, (19) monitor stands, (19) video cards.	$26,722.49	$26,722.49
		EPPD SUBTOTAL	**$108,850.50**

The El Paso Police Department (EPPD) is seeking to enhance the Online reporting capability for Citizens to file police reports for selected incidents. The Lexis- Nexis DORS software subscription will be implemented to efficiently transfer reports from the public directly into the Dept.'s OnCall Records RMS. The grant funding will supplement previously budgeted funding. Initial LexisNexis investment will be funded by Confiscated Funds. The JAG funds will supplement 14.6 months of LexisNexis subscription. In addition, the EPPD is seeking to enhance essential equipment used by the Telephone Reporting Unit (TRU). The equipment upgrades will include 57 monitors, 19 monitor stands and 19 video cards at an estimated cost of $26,722.49. The Quantity and Quality of Customer Service can be greatly improved by upgrading the workstations; less time operating the computers will maintain efficient telephone call reporting services with customers, as well as produce more reports per staff member during the workday.

Total project costs are estimated at **$108,850.50**.

ATTACHMENT B
SUBRECIPIENT MONITORING POLICY AND PROCEDURES

According to 2 CFR 200.330, a subrecipient is an entity that receives a subaward for the purpose of carrying out a portion of the actual federal award. The requirements for subrecipient monitoring are found under 2 CFR 200.331. El Paso County is responsible for monitoring the programmatic and financial activities of the grant award subrecipients to ensure proper use of federal and state funds. The following policy, roles, and procedures define the responsibilities of the County to ensure that, in addition to achieving performance goals, subrecipients comply with applicable federal and state laws and regulations, and with the provisions of grant award special conditions.

The County being the direct recipient of the federal award is required to provide evidence of due diligence in reviewing the ability of a subrecipient to properly meet the objectives of the sub award and account for the use of the grantor's funds.

The County's responsibilities according to 2 CFR 200.331 include the following:
The Grants Administration under El Paso County Budget and Fiscal Policy Department is responsible for the submittal of the grant applications to the awarding agencies. They are responsible to collaborate with a subrecipient's application narrative, goals of the subaward, and the subrecipient's grant budget.

Grants Administration needs to ensure that a Memorandum of Understanding or Interlocal Agreement is executed and that every subaward is clearly identified to the subrecipient as a subaward. Required information includes: Federal award identification number, subrecipient name, subrecipient's unique entity identifier (DUNS number), Federal award date, subaward period of performance (start and end dates), total amount of grant award, total amount of Federal funds obligated to the subrecipient, Federal award project description as required by the Federal Funding Accountability and Transparency Act (FFATA), name of Federal or State awarding agency, pass-through entity, contact information for awarding official, CFDA number and name. All requirements imposed by the County on the subrecipient are to ensure the Federal or State award is used in accordance with Federal or State Statutes, regulations and the terms and conditions of the award. The subrecipient must allow access to their records and financial statements as needed to ensure compliance.

The County of El Paso's Budget and Fiscal Policy - Grants Administration will monitor and coordinate with the subrecipient to compile and ensure that the programmatic progress reports are submitted on time to the awarding agencies. In addition, Grants Administration will participate in the annual subrecipient's monitoring visits.

The Grants Compliance- Reporting - Audit Division (Grants Division) under the Auditor's Office will:

> Evaluate each subrecipient's risk of noncompliance with Federal and State statutes, regulations and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring. Evaluation can include reviewing the subrecipient's prior experience with the same or similar awards, results of previous audits which could include the subrecipient's single audit as required by Subpart F of the Uniform Guidance. Based on the review the subrecipient will be determined either low, medium or high risk. Depending upon the risk assessed, the County may decide to perform periodic on-site reviews to ensure compliance with the program requirements and achievement

of performance goals that may include the following tasks:

- Monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes. Monitoring can include reviewing financial and performance reports and following up on previous deficiencies identified by the pass- through entity during previous audits. This can also include a review of financial policies and procedures and internal controls.
- Verify that every subrecipient is audited as required by Sub-part F-Audit requirements when threshold is exceeded.
- Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the County's own records.
- Consider taking enforcement action against noncompliant subrecipients as described in 2 CFR 200.338 Remedies for noncompliance.
- Compile financial data and submit the required billings, quarterly financial reports and FFATA requirements.

The County will make every effort to ensure the subrecipient's proper use of Federal and State funds. In addition, regular communication with the subrecipient contact person is required. All invoices submitted for reimbursement by the subrecipient will be reviewed. At a minimum, an annual subrecipient site visit will be performed. After the site visit is performed, an official letter detailing the results will be issued to the subrecipient explaining the items that were reviewed and any findings related to the subrecipient compliance.

File #: 21-878, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

Districts 1, 3, 4, 6, 7, and 8
Environmental Services, Ellen Smyth, (915) 212-6000

AGENDA LANGUAGE:

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

That the Solid Waste liens on the attachment posted with this agenda be approved. (See Attachment A)

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

AGENDA DATE: August 17, 2021
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Ellen A. Smyth, P.E., Managing Director (915) 212-6000

DISTRICT(S) AFFECTED: 1, 3, 4, 6, 7, 8

STRATEGIC GOAL: Goal 3 – Promote the Visual Image of El Paso

SUBGOAL:

SUBJECT:
That the Solid Waste liens on the attachment posted with this agenda be approved. (See Attachment A)

BACKGROUND / DISCUSSION:
N/A

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X__ YES ___NO

PRIMARY DEPARTMENT: Environmental Services Department
SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD: Ellen A. Smyth

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

Revised 04/09/2021

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MEZA, CARLOS JR. & MARIA I., referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

> 116 N Clark Dr., more particularly described as Pt of Lot 3 & 4 (TR 7 Unrecorded Map) 75 Ft. On N. & S. 95 Ft. On E. & W. (7125 Sq. Ft.), Block C, Collingsworth Subdivision, City of El Paso, El Paso County, Texas, PID #C730-999-000C-3100

to be $343.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 30th day of September, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FOURTY THREE AND 50/100 DOLLARS ($343.50) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

PASSED AND APPROVED this _____ day of _____, 2021.

CITY OF EL PASO

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Ellen A. Smyth, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2021, by Oscar Leeser, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, NIETO, ARTURO, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

> 131 Palla PL., more particularly described as Lot 8 EXC W 60 FT (8546 Sq Ft.), North Valumbrosa Subdivision, City of El Paso, El Paso County, Texas, PID #N515-999-0010-0950

to be $456.69, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 19th day of February, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FIFTY SIX AND 69/100 DOLLARS ($456.69) to be a lien on the above described property, said amount being due and payable within ten (10)

days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

PASSED AND APPROVED this _____ day of _____, 2021.

CITY OF EL PASO

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Wendi Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Ellen A. Smyth, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2021, by Oscar Leeser, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, BAYONA, LILIA A., referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

> 265 Princeton Way., more particularly described as Lot 8 (0.39 Ac), Block 10, Pasodale Subdivision, City of El Paso, El Paso County, Texas, PID #P591-999-0100-4300

to be $533.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 3rd day of November, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED THIRTY THREE AND 00/100 DOLLARS ($533.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

PASSED AND APPROVED this _____ day of _____, 2021.

CITY OF EL PASO

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Ellen A. Smyth, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2021, by Oscar Leeser, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, FLORES, ALFREDO, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

> 304 Turnstone Dr., more particularly described as Lot 5 (8378.02 Sq. Ft.), Block 3, River Bend Estates Subdivision, City of El Paso, El Paso County, Texas, PID #R570-999-0030-0900

to be $891.85, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 30th day of January, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount EIGHT HUNDRED NINETY ONE AND 85/100 DOLLARS ($891.85) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

PASSED AND APPROVED this _____ day of _____, 2021.

CITY OF EL PASO

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Wendi Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Ellen A. Smyth, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2021, by Oscar Leeser, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, SULLIVAN E J & CELIA, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

> 401 Riverside Dr., more particularly described as Lot E. 192.5 Ft. of N. 185.18 Ft. & W 68.99 Ft. of N. 105 Ft. of TR 1 EXC 0.062 ACRE NEC (40206 Sq. Ft.), Block B, Christy Subdivision, City of El Paso, El Paso County, Texas, PID #C454-999-000B-0100

to be $589.84, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 30th day of January, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED EIGHTY NINE AND 84/100 DOLLARS ($589.84) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

PASSED AND APPROVED this _____ day of _____, 2021.

CITY OF EL PASO

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Wendi Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Ellen A. Smyth, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2021, by Oscar Leeser, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, BACA, ERIN, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

> 848 Cresta Alta Dr., more particularly described as Lot 27, Block 99, Chaparral Park Subdivision, City of El Paso, El Paso County, Texas, PID #C340-999-0990-5300

to be $505.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 4th day of November, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED FIVE AND 50/100 DOLLARS ($505.50) to be a lien on the above described property, said amount being due and payable within ten (10) days

from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

PASSED AND APPROVED this _____ day of _____, 2021.

CITY OF EL PASO

_____
Oscar Leeser
Mayor

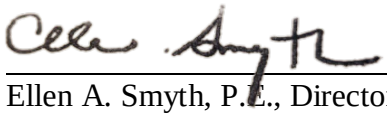
ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:



_____
Ellen A. Smyth, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2021, by Oscar Leeser, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, FRANKLIN ACQUISITIONS, LLC, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

> 932 Cherry Hill Ln., more particularly described as Lot 35 & 0.079 AC of Lot A & 36 EXC E PT (49.94 Ft. on ST)(30987 Sq. Ft.), Block 6, Coronado Country Club Estates Subdivision, City of El Paso, El Paso County, Texas, PID #C801-999-0060-3400

to be $859.92, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 16th day of June, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount EIGHT HUNDRED FIFTY NINE AND 92/100 DOLLARS ($859.92) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

PASSED AND APPROVED this _____ day of _____, 2021.

CITY OF EL PASO

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Wendi Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Ellen A. Smyth, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2021, by Oscar Leeser, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, AGARWAL, TAPASH, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

> 1015 N. Zaragoza Rd, more particularly described as Lot REST 2 & 3-G (0.0060 AC) & 3-H (0.0030 AC) in BLK 55 YSLETA & PTS of 1 & 3 (182.50 Ft. on ST-175.93 Ft. on SLY-188.31 Ft. on WLY-IRREG on NLY) (26458.34 Sq. Ft.), Rangers Subdivision, City of El Paso, El Paso County, Texas, PID #R265-999-0010-0400

to be $453.44, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 20th day of February, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FIFTY THREE AND 44/100 DOLLARS ($453.44) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

PASSED AND APPROVED this _____ day of _____, 2021.

CITY OF EL PASO

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Wendi Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Ellen A. Smyth, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2021, by Oscar Leeser, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, GAYTAN, B. EVA L. & CONCEPCION, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

> 1749 Dean Jones St., more particularly described as Lot 13 (5722.50 Sq. Ft.), Block 101, Vista Hills #30 Subdivision, City of El Paso, El Paso County, Texas, PID #V897-999-1010-1300

to be $649.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 10th day of November, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SIX HUNDRED FORTY NINE AND 50/100 DOLLARS ($649.50) to be a lien on the above described property, said amount being due and payable within ten (10)

days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

PASSED AND APPROVED this _____ day of _____, 2021.

CITY OF EL PASO

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Ellen A. Smyth, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2021, by Oscar Leeser, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, HUNTER, VERNON, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

> 4741 Tumbleweed Ave., more particularly described as Lot 3, Block 1, Glen Arbor Subdivision, City of El Paso, El Paso County, Texas, PID #G431-999-0010-0500

to be $431.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 28th day of September, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED THIRTY ONE AND 00/100 DOLLARS ($431.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

PASSED AND APPROVED this _____ day of _____, 2021.

CITY OF EL PASO

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Ellen A. Smyth, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2021, by Oscar Leeser, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, SENOR CASH INVESTMENTS, LLC, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

> 5156 Mace St., more particularly described as Lot 54, Block 6, Town & Country Village Subdivision, City of El Paso, El Paso County, Texas, PID #T645-999-0060-5400

to be $329.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 10th day of November, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED TWENTY NINE AND 00/100 DOLLARS ($329.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

PASSED AND APPROVED this _____ day of _____, 2021.

CITY OF EL PASO

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Ellen A. Smyth, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2021, by Oscar Leeser, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MEDINA, JOSE A., referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

> 6206 Weems Way, more particularly described as Lot 59 (8054.25 Sq. Ft.), Corbin Replat Subdivision, City of El Paso, El Paso County, Texas, PID #C776-999-0000-6200

to be $509.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 30th day of September, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED NINE AND 50/100 DOLLARS ($509.50) to be a lien on the above described property, said amount being due and payable within ten (10) days

from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

PASSED AND APPROVED this _____ day of _____, 2021.

CITY OF EL PASO

_____
Oscar Leeser
Mayor

ATTEST:

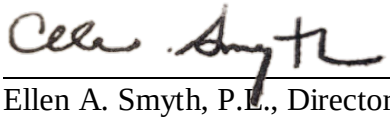
_____
Laura D. Prine
City Clerk

Type text here

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:



_____
Ellen A. Smyth, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2021, by Oscar Leeser, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, BURNS, W H & MARTHA J, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

> 7736 Phoenix Ave., more particularly described as Lot 6, Block 6, Ranchland Hills Subdivision, City of El Paso, El Paso County, Texas, PID #R200-999-0060-1600

to be $343.03, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 20th day of February, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY THREE AND 03/100 DOLLARS ($343.03) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

PASSED AND APPROVED this _____ day of _____, 2021.

CITY OF EL PASO

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Wendi Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Ellen A. Smyth, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2021, by Oscar Leeser, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, KOO, RICHARD, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

> 9555 Dyer St., more particularly described as Lot 1-C-1 (0.23 AC) & 1-C-2-B (0.2112 AC) (0.4412 AC), Block 81, TSP 2 SEC 1 T & P SURV Subdivision, City of El Paso, El Paso County, Texas, PID #X581-999-2010-0104

to be $336.53, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 25th day of February, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY SIX AND 53/100 DOLLARS ($336.53) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

PASSED AND APPROVED this _____ day of _____, 2021.

CITY OF EL PASO

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Wendi Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Ellen A. Smyth, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2021, by Oscar Leeser, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, PEREZ, JUAN JR & VIRGINIA, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

> 9731 Vallarta Dr, more particularly described as Lot 26, Block 10, Colonia Del Prado Subdivision, City of El Paso, El Paso County, Texas, PID #C729-999-0100-5100

to be $319.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 3rd day of November, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED NINETEEN AND 50/100 DOLLARS ($319.50) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

PASSED AND APPROVED this _____ day of _____, 2021.

CITY OF EL PASO

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Ellen A. Smyth, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2021, by Oscar Leeser, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, CHEATHAM, EUGENE, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

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

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

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

> 10745 Onyxstone St., more particularly described as Lot 35, Block 8, Shearman Subdivision, City of El Paso, El Paso County, Texas, PID #S363-999-0080-6900

to be $343.03, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 27th day of January, 2020, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY THREE AND 03/100 DOLLARS ($343.03) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

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

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

PASSED AND APPROVED this _____ day of _____, 2021.

CITY OF EL PASO

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Wendi Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Ellen A. Smyth, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2021, by Oscar Leeser, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

ATTACHMENT A

SOLID WASTE LIENS

August 17th, 2021

	Address	Owner of Record	Amount	District
1.	932 CHERRY HILL LN	FRANKLIN ACQUISITIONS LLC	$859.92	1
2.	848 CRESTA ALTA DR	BACA, ERIN	$505.50	1
3.	5156 MACE ST.	SENOR CASH INVESTMENTS LLC	$329.00	1
4.	116 N CLARK DR	MEZA, CARLOS JR. & MARIA I.	$343.50	3
5.	6206 WEEMS WAY	MEDINA, JOSE A.	$509.50	3
6.	9555 DYER ST	KOO, RICHARD	$336.53	4
7.	10745 ONYXSTONE ST	CHEATHAM, EUGENE	$343.03	4
8.	4741 TUMBLEWEED AVE	HUNTER, VERNON	$431.00	4
9.	1749 DEAN JONES ST	GAYTAN, B. EVA L. & CONCEPCION	$649.50	6
10.	9731 VALLARTA DR	PEREZ, JUAN JR & VIRGINIA	$319.50	6
11.	131 PALLA PL	NIETO, ARTURO	$456.69	6
12.	7736 PHOENIX AVE	BURNS, W H & MARTHA J.	$343.03	7
13.	265 PRINCETON WAY	BAYONA, LILIA A.	$533.00	7
14.	401 RIVERSIDE DR	SULLIVAN, E J & CELIA	$589.84	7
15.	1015 N ZARAGOZA RD	AGARWAL, TAPASH	$453.44	7
16.	304 TURNSTONE DR	FLORES, ALFREDO	$891.85	8

File #: 21-915, **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
Parks and Recreation, Ben Fyffe, (915) 212-1766

AGENDA LANGUAGE:

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

Approve a Resolution to authorize the City Manager to sign a First Amendment Facility Use Agreement by and between the City of El Paso and the County of El Paso in connection with the El Paso City-County Nutrition Program to senior citizens who reside in El Paso County.

THE STATE OF TEXAS §

FIRST AMENDMENT TO FACILITY USE AGREEMENT

COUNTY OF EL PASO §

This First Amendment to Facility Use Agreement ("Amendment") is made by and between the CITY OF EL PASO, TEXAS, a home rule municipal corporation (“CITY"), and the COUNTY OF EL PASO, TEXAS ("COUNTY").

WHEREAS, the CITY and the COUNTY originally entered into a Facility Use Agreement (“Agreement”) on June 13, 2016 which provided the COUNTY access to CITY owned facilities for the purpose of implementing the El Paso City-County Nutrition Program; and,

WHEREAS, the CITY and the COUNTY desire to include specific language in the Agreement relating to the COUNTY’s responsibility for maintaining a clean, safe and healthy environment at the CITY owned facilities, and,

WHEREAS, the CITY and the COUNTY desire to include specific language in the Agreement relating to the ownership of any alterations, additions or improvements in, to, or about the Premises; and,

WHEREAS, the CITY and the COUNTY both believe the amendments herein will further the objectives of all parties by ensuring that the El Paso City-County Nutrition Program provides a clean, safe and healthy environment.

NOW, **THEREFORE,** for and in consideration of the covenants and agreements set forth herein, and other good and valuable consideration, the CITY and the COUNTY agree to amend both Section 2.2 and Section 2.4 of the Agreement and substitute the following language in its entirety:

> *2.2 Premises Condition. The COUNTY shall keep the Premises in good and clean condition during and after each use for meal delivery or nutritional services. The COUNTY shall, at the CITY’s request, be responsible (2) times annually for the deep cleaning of the entire work area to include both the serving area and the eating area. The COUNTY may retain the services of a bonded contractor of their choice. The COUNTY shall ensure that the CITY is a covered entity under said contractor’s bond. The COUNTY shall not be responsible for utilities, maintenance, or repair of the Premises, including the parking area, grounds, or landscaping. The COUNTY shall promptly notify the CITY of any repair, defect, hazard, or problem with the Premises that may require the City’s attention.*
>
> *2.4 Improvements and Fixtures. The COUNTY shall not, without first obtaining the written consent of the CITY, or its designee, make any alterations, additions or improvements in, to, or about the Premises. All such alterations, additions or improvements, if any, shall be made at the COUNTY's and/or its contractor’s expense and shall, except for the walk-in refrigerator/freezer, become the property of the CITY without reimbursement by the CITY. In the case of the walk-in refrigerator/freezer, when, and if removed by the County and/or its contractor, the area must be left in the same condition as it was found. The County and the City may agree in writing to share or appropriately allocate responsibility for the repair and maintenance of an alteration, addition, or improvement installed for use in the nutrition*

operation under this Agreement.

2.4b Walk-in Refrigerator/Freezer. The walk-in refrigerator/freezer provided by County's contractor shall stay the property of the County's contractor. In the case of the walk-in refrigerator/freezer, when, and if removed by the County and/or its contractor, the area must be left in the same condition as it was found.

These Amendments shall be effective on the Effective Date shown below.

All terms of the Agreement not modified by this Amendment shall remain in full force and effect. This Amendment shall supplement the Agreement and be incorporated into the Agreement for all purposes pertinent.

Effective this 17th day of May, 2021 ("**Effective Date**")

CITY OF EL PASO

Oscar Leeser, Mayor

APPROVED AS TO FORM:

Karla Muñoz
Assistant City Attorney

APPROVED AS TO CONTENT:

Ben Fyffe, Director
Cultural Affairs and Recreation

EL PASO COUNTY, TEXAS

Ricardo A. Samaniego, County Judge

APPROVED AS TO CONTENT:

Irene G. Valenzuela

Irene G. Valenzuela, Executive Director
Community Services Department

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

DEPARTMENT: **Parks & Recreation**

AGENDA DATE: **August 17, 2021**

PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME AND PHONE NUMBER: **Ben Fyffe, 915.212.1766**

DISTRICT(S) AFFECTED: **All**

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

SUBGOAL: 4.2 Create innovative recreational, educational, and cultural programs

SUBJECT:
Approve a resolution to allow authorize the City Manager to sign a First Amendment Facility Use Agreement by and between the City of El Paso and the County of El Paso in connection with the El Paso City-County Nutrition Program to senior citizens who reside in El Paso County.

BACKGROUND / DISCUSSION:
Original agreement was drafted to allow County staff access to commercial kitchen at the South El Paso Senior Center in order to prepare meals for senior citizens enrolled in the County Nutrition Program. Meals are distributed at all City of El Paso senior centers and County of El Paso senior centers. This amendment clarifies:

- condition of premises to include deep-cleaning of kitchen and service area twice a year
- that no improvements or alterations without permission from City and said improvements would not require the City to reimburse the County
- that the walk-in refrigerator purchased by the County remains the property of the County

PRIOR COUNCIL ACTION:
Council approved the original agreement on June 13, 2016.

AMOUNT AND SOURCE OF FUNDING:
No City funds used.

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

DEPARTMENT HEAD:

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

RESOLUTION

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

That the City Mayor be authorized to sign a First Amendment Facility Use Agreement by and between the City of El Paso and the County of El Paso in connection with the El Paso City-County Nutrition Program to senior citizens who reside in El Paso County.

Dated this ____ day of _____ 2021.

CITY OF EL PASO

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Karla Muñoz
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Ben Fyffe, Director
Cultural Affairs & Recreation

File #: 21-921, **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
Museums and Cultural Affairs, Ben Fyffe, (915) 212-1766

AGENDA LANGUAGE:

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

Approve a Resolution that the main lobby space at the El Paso Museum of History is hereby named "Nora and Ernesto Herrera Lobby" in honor of their $100,000 gift to the Museum of History Foundation's endowment in accordance with the Museum's giving guidelines.

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

DEPARTMENT: **Museums & Cultural Affairs- Museum of History**

AGENDA DATE: **August 17, 2021**

PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME AND PHONE NUMBER: **Ben Fyffe, 915.212.1766**

DISTRICT(S) AFFECTED: **All**

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

SUBGOAL: 4.2 Create innovative recreational, educational and cultural programs

SUBJECT:
Approve a resolution that the main lobby space at the El Paso Museum of History is hereby named "Nora and Ernesto Herrera Lobby" in honor of their $100,000 gift to the Museum of History Foundation's endowment in accordance with the Museum's giving guidelines.

BACKGROUND / DISCUSSION:
Nora and Ernesto Herrera have donated $100,000 in the form of five yearly installments of $20,000 to run from July 1, 2020, to July 1, 2024. This is the second named space secured inside the Museum and due to the terms of the Museum's Hunt Family Foundation (HFF) Challenge Grant, the donation will be matched dollar by the HFF. Fund raised for the Museum are used for exhibitions, programming and conservation of artifacts.

PRIOR COUNCIL ACTION:
Council approved an amendment to the Naming Policy of the El Paso Museum of History on July 25, 2017. The amendment reduced the donation amounts required to name spaces within the Museum allowing MCAD's Museum of History to be more competitive. Since opening in 2007, the downtown location of the Museum secured the naming of the outside pavilion as the "Hunt Family Pavilion" in 2016, and the upstairs lobby as the "Frank W. Gorman Lobby" in 2018.

AMOUNT AND SOURCE OF FUNDING:
No City funds used.

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

DEPARTMENT HEAD:

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

EL PASO

MUSEUM of HISTORY FOUNDATION

A SUPPORTING ORGANIZATION OF THE EL PASO COMMUNITY FOUNDATION

Christian Perez Giese
President

Elizabeth Uribe Sinclair
Vice President

Bernie Sargent
Treasurer

Katie Herron
Secretary

Dr. Vladimir von Tsurikov
Director of the Museum/Ex-Officio

BOARD of DIRECTORS

Joe M. Gomez

Rosemary V. Neill

Martha Vera

Rebecca Whitaker

Gary L. Williams

Endowed Space

The El Paso Museum of History Foundation is dedicated to ensuring that our Museum of History has the resources needed to tell the dramatic story of the Pass of the North, now and in the future. To that end, we are pleased to present the following naming opportunities at the Museum of History. Through the generosity of the Hunt Family Foundation, these naming rights qualify for a Hunt Challenge grant, which provides $1 for every $2 that we raise.

Classroom 1	$100,000
Classroom 2	$75,000
Museum Store	$50,000
Reference Library	$50,000
Board Room	$50,000
Administrative Complex	$50,000
Seminar Room	$125,000
Orientation Theatre	$100,000
Cleveland Square Terrace	$150,000
Main Lobby	$100,000
Exhibition Gallery 1	$300,000
Exhibition Gallery 2	$300,000
Exhibition Gallery 3	$250,000
Exhibition Gallery 4	$250,000

Two areas have already been endowed. The Hunt Family Pavilion was dedicated in 2016, and subsequently the Frank W. Gorman, Jr. Upper Lobby was dedicated in 2018. We are happy to arrange a tour of available space at a time convenient to you.

POST OFFICE BOX 272 | EL PASO, TEXAS 79943-0272 | O: (915) 533-4020 | F: (915) 532-0716 | WWW.EPCF.ORG

EL PASO

MUSEUM of HISTORY FOUNDATION

A SUPPORTING ORGANIZATION OF THE EL PASO COMMUNITY FOUNDATION

GIFT AGREEMENT

The EL PASO MUSEUM OF HISTORY FOUNDATION ("**Foundation**") gratefully acknowledges the generosity of Nora and Ernesto Herrera ("**Donor**") who, through this gift agreement ("**Agreement**"), is pledging a gift to the Foundation. The total value of the gift will be $100,000.00, described as follows ("**Gift**"):

- $100,000.00 in the form of five (5) yearly installments of $20,000.00

To safeguard the interests of the Donor and the Foundation, to ensure that the Gift is used for its intended purpose, and to allow the Foundation to plan effectively, the Donor and the Foundation agree to the following:

1. Donor Commitment. The Gift will be paid to the Foundation over a period of five (5) years. Payments in support of the Gift will be made in accordance with the following schedule:

Payment Amount	Expected Gift Date
$20,000.00	July 1, 2020
$20,000.00	July 1, 2021
$20,000.00	July 1, 2022
$20,000.00	July 1, 2023
$20,000.00	July 1, 2024

2. Conditions to Payment.

(a) The Foundation must be and shall remain a publicly supported charitable organization described in sections 170(b)(1)(A)(vi), 501(c)(3), and 509(a)(1), 509(a)(2) or 509(a)(3) of the Internal Revenue Code of 1986, as amended (the "**Code**").

(b) The Foundation must be and shall remain organized and operated exclusively for the exempt purposes for which it is organized and operated as of the date of this letter.

(c) The Foundation must remain in operation, materially engaging in the activities that accomplish the exempt purposes for which it is organized and operated as of the date of this letter.

(d) The Foundation must exercise and continue to exercise, reasonable good faith efforts toward the operation of the Foundation in a manner materially consistent with the conduct of such activities as of the date of this letter.

(e) The Foundation must be and shall remain in good standing in its state of organization and in each state where it operates.

(f) The Foundation may not enter or be placed into bankruptcy or any similar proceeding (whether voluntarily or involuntarily) or become subject to receivership or any similar arrangement (whether voluntarily or involuntarily).

3. Recognition.

(a) The Donor will be recognized in connection with the Gift and may be publicized in donor recognition vehicles produced by the Foundation or other entities, including print, and/or electronic media, unless notified in writing by the Donor that they would prefer otherwise.

(b) The Foundation may recognize the Gift with an appropriate public announcement unless notified in writing by the Donor that they would prefer otherwise.

(c) The Donor will be recognized with permanent naming rights for the Main Lobby space at the El Paso Museum of History ("History Museum") in a manner consistent with best practices of the History Museum for similar named spaces or exhibits.

(d) All parties understand that recognition at the History Museum and publicly will be based on the full Gift amount upon receipt of the 1st installment. If future installments of the Gift are not received the Foundation and History Museum will have the right to remove the permanent naming acknowledgment of the Donor.

4. Miscellaneous.

(a) Each party acknowledges that it has had the opportunity to seek independent professional advice relating to legal, accounting, and tax issues with respect to this Agreement and has not relied on any statements made by the other party or its representatives.

(b) This Agreement is contingent upon approval from the City of El Paso, which owns and operates the History Museum.

(c) In view of the foregoing, and not withstanding any otherwise applicable principles of construction or interpretation, this Agreement shall be deemed to have been drafted jointly by the parties and in the event of any ambiguity, shall not be construed or interpreted against the drafting party.

(d) This Agreement may be amended at any time by written agreement signed by each party.

(e) The effective date of this Agreement is the date it is fully executed.

[SIGNATURES ON FOLLOWING PAGE]

NORA Herrera

Ernesto Herrera

Date Signed: 6/25/2020

APPROVED AND ACCEPTED:

EL PASO MUSEUM OF HISTORY FOUNDATION

By: _____

Name: Christian Perez Gres

Its: President

Date Signed: June 25, 2021

RESOLUTION

WHEREAS, on May 22, 2007, the City Council of the City of El Paso adopted a policy for naming spaces at the El Paso Museum of History ("Museum"); and

WHEREAS, since opening in 2007, the downtown location of the Museum secured the naming of the outside pavilion as the "Hunt Family Pavilion" in 2016, and the upstairs lobby as the "Frank W. Gorman Lobby" in 2018; and

WHEREAS, on July 25, 2017 the City Council approved an amendment to the Naming Policy for the Museum reducing the donation amounts required to name spaces with the Museum allowing MCAD's Museum of History to be more competitive; and

WHEREAS, Nora and Ernesto Herrera are donating $100,000 in the form of five yearly installments of $20,000 to run from July 1, 2020 to July 1, 2024; and

WHEREAS, this is the second named space secured inside the Museum and due to the terms of the Museum's Hunt Family Foundation (HFF) Challenge Grant, the donation will be matched dollar by the HFF; and

WHEREAS, the naming policy provides that a space in the Museum may be named for a donor if the donor's gift meets or exceeds the giving guidelines for that space and the space has not been previously named; and

WHEREAS, fundraising at the Museum is used for exhibitions, programming and conservation of artifacts.

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

That the main lobby space at the El Paso Museum of History is hereby named "Nora and Ernesto Herrera Lobby" in honor of their $100,000 gift to the Museum of History Foundation's endowment in accordance with the Museum's giving guidelines.

APPROVED this _____ day of August, 2021.

CITY OF EL PASO

_____

Oscar Leeser
Mayor

21-1051-1138/1104177/Museum of History – Nora & Ernesto Herrera Lobby

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Karla Muñoz
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Ben Fyffe, Director
Museums and Cultural Affairs

File #: 21-902, **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
Tax Office, Maria O. Pasillas, (915) 212-1737

AGENDA LANGUAGE:

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

A Resolution to find that taxpayer, DAN & CAROLYN A. GONZALEZ, has met the requirements of Section 33.011 of the Tax Code for the request of waiver of penalties and interest and the City waives the penalty and interest amount on the 2020 delinquent taxes pursuant to Section 33.011(a)(1), of the Tax Code in the amount of $2,093.72

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

AGENDA DATE: August 17, 2021
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Maria O. Pasillas, (915) 212-1737

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 6.11 Provide efficient and effective services to taxpayers

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

Discussion and action on a Resolution to find that taxpayer, DAN & CAROLYN A. GONZALEZ, has met the requirements of Section 33.011 of the Tax Code for the request of waiver of penalties and interest and the City waives the penalty and interest amount on the 2020 delinquent taxes pursuant to Section 33.011(a)(1), of the Tax Code in the amount of $2,093.72.

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

Pursuant to Section 33.011(a)(1) of the Tax Code, the governing body of a taxing unit shall waive penalties and may provide for the waiver of interest on a delinquent tax in an act or omission of an officer, employee, or agent of the taxing unit or appraisal district in which the taxing unit participates caused or resulted in the taxpayer's failure to pay the tax before delinquency and if the tax is paid not later than the 21st day after the taxpayer knows or should know or should know of the delinquency; and pursuant to Section 33.011(d) a request for waiver of penalties and interest pursuant to Section 33.011(a)(1) must be made before the 181st day after the delinquency date.

PRIOR COUNCIL ACTION:
Has the Council previously considered this item or a closely related one?

Council has previously considered this type of item in the past.

AMOUNT AND SOURCE OF FUNDING:
How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer? N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ✓ YES ___NO

PRIMARY DEPARTMENT: Tax Office
SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD: Maria O. Pasillas

Revised 04/09/2021

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

RESOLUTION

WHEREAS, pursuant to Section 33.011(a)(1) of the Tax Code, the governing body of a taxing unit shall waive penalties and may provide for the waiver of interest on a delinquent tax in an act or omission of an officer, employee, or agent of the taxing unit or appraisal district in which the taxing unit participates caused or resulted in the taxpayer's failure to pay the tax before delinquency and if the tax is paid not later than the 21st day after the taxpayer knows or should know or should know of the delinquency; and

WHEREAS, pursuant to Section 33.011(d) a request for waiver of penalties and interest pursuant to Section 33.011(a)(1) must be made before the 181st day after the delinquency date; and

WHEREAS, pursuant to Section 33.011(d) of the Tax Code, taxpayer, DAN & CAROLYN A. GONZALEZ ("Taxpayer") requested a waiver of penalties and interest on July 16, 2021, before the 181st day after the delinquency date, in the amount of $2,093.72 for the 2020 delinquent taxes for the property with the following legal description:

100 CHAPARRAL PARK #20 LOT 9 (12076.00 SQ FT)

WHEREAS, the Taxpayer paid the taxes owed on the property on July 16, 2021, which is not later than the 21st day after the date the taxpayer knew or should have known of the delinquency; and

WHEREAS, the Taxpayer's failure to pay the tax before the delinquency date was a result of an act or omission of the appraisal district.

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

THAT the Taxpayer, DAN & CAROLYN A. GONZALEZ, has met the requirements of Section 33.011 of the Tax Code for the request of waiver of penalties and interest and the City waives the penalty and interest amount on the 2020 delinquent taxes pursuant to Section 33.011(a)(1) of the Tax Code in the amount of $2,093.72, for the property with the following legal description:

100 CHAPARRAL PARK #20 LOT 9 (12076.00 SQ FT)

(Signatures Begin on Following Page)

APPROVED this ___ day of _____ 2021.

CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:

Maria O. Pasillas, RTA
City Tax Assessor/Collector

From: carolyn gonzalez
Sent: Friday, July 16, 2021 10:37 AM
To: Helen Ortiz
Subject: RE: property Id #18879

Ms. Pasillas,
This is a request for waiver of penalties and interest for tax year 2020. It also is a request for a new tax bill to be sent to corrected address so full payment can be made for
Owed taxes. As seen by request from Dinah Kilgore, RPA, Executive Director/Chief Appraiser, we were not at fault for non payment of 2020 taxes. When we received ,July 14, 2020, a delinquent tax letter from Carmen Perez (Delgado Acosta Spencer Linebargher Perez LLP)was the first we became aware of this non payment. This correspondence from the attorney had the incorrect address also. I personally went to CAD last year to correct address and the problem persists. Today ,July 15,2020, I went to CAD again to correct address. The fact remains that we did not receive a tax bill for 2020. Thank you for addressing this problem. Dan and Carolyn Gonzalez

File #: 21-939, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts
City Clerk's Office, Laura D. Prine, (915) 212-0049
Communications and Public Affairs, Laura Cruz-Acosta, (915) 212-1061

AGENDA LANGUAGE:

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

A Resolution to establish Council member attendance by videoconference.

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

DEPARTMENT: City Clerk's Office
Communications and Public Affairs

AGENDA DATE: August 17, 2021
PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME AND PHONE NUMBER:
City Clerk's Office, Laura D. Prine, (915) 212-0049
Communications and Public Affairs, Laura Cruz-Acosta, (915) 212-1061

DISTRICT(S) AFFECTED: All Districts

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

SUBGOAL: 6.8 – Support transparent and inclusive government

SUBJECT:

A Resolution to establish Council Member attendance via videoconference.

BACKGROUND / DISCUSSION:

On March 16, 2020, at the Attorney General's request, Governor Greg Abbott suspended certain requirements of the Texas Open Meetings Act (TOMA) in light of the ongoing COVID-19 emergency. The Governor suspended multiple provisions of TOMA in order to allow videoconference or telephonic meetings.

On June 30, 2021, Governor Abbott's office approved a request by the Office of the Attorney General to lift the suspensions; the suspensions will expire at 12:01 a.m. on September 1, 2021.

As of September 1, 2021, all provisions of the Open Meetings Act will be in effect and all Texas governmental bodies subject to the Open Meetings Act must conduct their meetings in full compliance with the Open Meetings Act as written in statute which will require an in-person quorum during City Council meetings.

This Resolution will provide Council members with the option to attend meetings via videoconference on a rotating basis while still adhering to TOMA.

PRIOR COUNCIL ACTION:
Has the Council previously considered this item or a closely related one?

On June 22, 2021 Council updated the Rules of Order to allow Council members to attend meetings by videoconference in accordance with TOMA.

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?

Not applicable.

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

DEPARTMENT HEAD: Laura D. Prine

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

RESOLUTION

WHEREAS, although the nation is still experiencing the Pandemic caused by the novel Coronavirus that causes the disease COVID-19, the Texas Governor and Attorney General have lifted the suspension of certain provisions of the Texas Open Meetings Act ("TOMA"), and on September 1, 2021, all Council meetings must adhere to the full TOMA requirements; and

WHEREAS, the TOMA allows members of the governing body to attend by videoconference, and the City's Rules of Order require that members notify the City Clerk no later than the Wednesday before each meeting at noon if attending by videoconference in order to post on the agenda; and

WHEREAS, the TOMA requires that a quorum of Council be present at the meeting location in order to constitute a meeting; and

WHEREAS, the COVID-19 pandemic is still a concern for the residents of the City of El Paso and the members of Council; and

WHEREAS, in order to allow for safe distancing and to maintain a quorum during each meeting, beginning on September 1, 2021, up to two members of Council may appear by videoconference at each meeting in accordance with this resolution.

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

That, during the declared disaster related to the COVID-19 Pandemic, two members of City Council may attend the City Council Meetings by videoconference on a rotating basis each meeting week beginning September 13-14, 2021.

If the scheduled members plan to attend by videoconference, they must notify the City Clerk no later than noon on the Wednesday before each meeting if choosing to attend by video conference, as follows:

Meeting week 1: Districts 1 and 5

Meeting week 2: Districts 2 and 6

Meeting week 3: Districts 3 and 7

Meeting week 4: Districts 4 and 8.

This rotation shall continue as necessary during the declared disaster.

In order to prevent confusion by members of the public, and to ensure equity among the members of Council, there shall be no exchanges of meeting weeks allowed for attendance by videoconference.

If Special Meetings are scheduled, up to two members of Council may attend by videoconference on a first come, first served basis.

Dated this 17th day of August, 2021.

CITY OF EL PASO:

_____
Oscar Leeser, Mayor

ATTEST:

_____
Laura D. Prine, City Clerk

APPROVED AS TO FORM:

_____
Kristen L. Hamilton-Karam
Senior Assistant City Attorney

File #: 21-917, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 7
Capital Improvement Department, Yvette Hernandez, (915) 212-1860

AGENDA LANGUAGE:

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

That the City Manager, or designee, be authorized to sign an Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the HSIP FY22 - Lee Trevino Drive Channelization project, which has an estimated total project cost of $297,003 of which the estimated local government participation amount is estimated at $31,717. Further, that the City Manager, or designee, is authorized to sign all documents, agreement amendments, and perform all actions required to carry out the obligations of the City under this agreement.

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

DEPARTMENT: Capital Improvement

AGENDA DATE: August 17, 2021

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

DISTRICT(S) AFFECTED: 7

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

SUBJECT:
That the City Manager, or designee, be authorized to sign an Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the HSIP FY22 – Lee Trevino Drive Channelization project, which has an estimated total project cost of $297,003 of which the estimated local government participation amount is estimated at $31,717. Further, that the City Manager, or designee, is authorized to sign all documents, agreement amendments, and perform all actions required to carry out the obligations of the City under this agreement.

BACKGROUND / DISCUSSION:
This project consists of channelization modifying medians along Lee Trevino Drive from Trawood Drive to Montwood Drive.

COUNCIL REPRESENTATIVE BRIEFING:

Was a briefing provided? ☐ Yes or ☒ Not Applicable (Routine)
If yes, select the applicable districts.

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

PRIOR COUNCIL ACTION:
NA

AMOUNT AND SOURCE OF FUNDING:
Federal, State and Local Funding

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:

Yvette Hernandez

RESOLUTION

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

THAT the City Manager, or designee, be authorized to sign an Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the HSIP FY22 – Lee Trevino Drive Channelization project, which has an estimated total project cost of $297,003 of which the estimated local government participation amount is estimated at $31,717. Further, that the City Manager, or designee, is authorized to sign all documents, agreement amendments, and perform all actions required to carry out the obligations of the City under this agreement.

ADOPTED this _____ day of _____, 2021.

THE CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Omar De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Yvette Hernandez, P.E.
Director of Grant Funded Programs

DRAFT

TxDOT:			Federal Highway Administration:	
CSJ #	0924-06-642		CFDA No.	20.205
District #	24 – El Paso District		CFDA Title	Highway Planning and Construction
Code Chart 64 #	13400			
Project Name	HSIP FY22 – Lee Trevino Drive Channelization		*AFA Not Used For Research & Development*	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For
Highway Safety Improvement Program
Off-System

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

WITNESSETH

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

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

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

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

WHEREAS, the Texas Transportation Commission passed Minute Order Number **115814** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **channelization modifying medians along Lee Trevino from Trawood Dr. and Montwood Dr.** The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

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

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

AGREEMENT

1. Responsible Parties:

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

1	**Local Government**	Utilities	Article 8
2.	**State**	Environmental Assessment and Mitigation	Article 9
3.	**State**	Architectural and Engineering Services	Article 11
4.	**State**	Construction Responsibilities	Article 12
5.	**Local Government**	Right of Way and Real Property	Article 14

2. Period of the Agreement

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

3. Scope of Work

The scope of work for the Project consists of channelization modifying medians along Lee Trevino Drive from Trawood Drive to Montwood Drive.

4. Project Sources and Uses of Funds

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

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment C and for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.

F. The budget in Attachment C will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment C. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the

estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

L. The State will not pay interest on any funds provided by the Local Government.

M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.

N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.

Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

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

5. Termination of This Agreement

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

A. The Agreement is terminated in writing with the mutual consent of the parties;

B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or

E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

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

7. Remedies

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

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

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

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

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

10. Compliance with Accessibility Standards

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

11. Architectural and Engineering Services

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

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the

State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

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

A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.

C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.

E. If the Local Government is the responsible party, the State must review and approve change orders.

F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a “Notification of Completion” acknowledging the Project’s construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form “FHWA-1273” in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

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

14. Right of Way and Real Property

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

The Local Government shall be responsible for the following:

A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.

B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be

shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.

I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

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

16. Notices

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

TxDOT:			Federal Highway Administration:	
CSJ #	0924-06-642		CFDA No.	20.205
District #	24 – El Paso District		CFDA Title	Highway Planning and Construction
Code Chart 64 #	13400			
Project Name	HSIP FY22 – Lee Trevino Drive Channelization		*AFA Not Used For Research & Development*	

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

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

17. Legal Construction

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

18. Responsibilities of the Parties

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

19. Ownership of Documents

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

20. Compliance with Laws

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

21. Sole Agreement

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

22. Cost Principles

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

23. Procurement and Property Management Standards

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

24. Inspection of Books and Records

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

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's

obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
   1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
   2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

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

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (pro-hibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

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

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or

services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate*.

28. Debarment Certifications

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

this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

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

29. Lobbying Certification

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

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award

provides more than $25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://www.sam.gov/portal/public/SAM/

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five executives to the State if:
   i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than $25,000,000; and
   ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.

C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

DRAFT

TxDOT:			Federal Highway Administration:	
CSJ #	0924-06-642		CFDA No.	20.205
District #	24 – El Paso District		CFDA Title	Highway Planning and Construction
Code Chart 64 #	13400			
Project Name	HSIP FY22 – Lee Trevino Drive Channelization		*AFA Not Used For Research & Development*	

Each party is signing this Agreement on the date stated under that party's signature.

THE LOCAL GOVERNMENT
CITY OF EL PASO

Signature

Samuel Rodriquez for Tomás Gonzalez
Typed or Printed Name

P.E. Operations & Transportation Officer
for the City Manager
Typed or Printed Title

Date

APPROVED AS TO CONTENT:

Yvette Hernandez
Signature

Yvette M. Hernandez
Typed or Printed Name

Director of Grant Funded Programs
Typed or Printed Title

Date

APPROVED AS TO FORM:

Signature

Omar De La Rosa
Typed or Printed Name

Assistant City Attorney
Typed or Printed Title

Date

THE STATE OF TEXAS

Signature

Kenneth Stewart
Typed or Printed Name

Director of Contract Services
Typed or Printed Title

Date

DRAFT

TxDOT:			Federal Highway Administration:	
CSJ #	0924-06-642		CFDA No.	20.205
District #	24 – El Paso District		CFDA Title	Highway Planning and Construction
Code Chart 64 #	13400			
Project Name	HSIP FY22 – Lee Trevino Drive Channelization		*AFA Not Used For Research & Development*	

ATTACHMENT A
RESOLUTION, ORDINACE, OR COMMISSIONERS COURT ORDER

DRAFT

TxDOT:			Federal Highway Administration:	
CSJ #	0924-06-642		CFDA No.	20.205
District #	24 – El Paso District		CFDA Title	Highway Planning and Construction
Code Chart 64 #	13400			
Project Name	HSIP FY 22 Lee Trevino Drive Channelization		*AFA Not Used For Research & Development*	

ATTACHMENT B
LOCATION MAP SHOWING PROJECT

DRAFT

TxDOT:		Federal Highway Administration:	
CSJ #	0924-06-642	CFDA No.	20.205
District #	24 – El Paso District	CFDA Title	Highway Planning and Construction
Code Chart 64 #	13400		
Project Name	HSIP FY22 – Lee Trevino Drive Channelization	*AFA Not Used For Research & Development*	

ATTACHMENT C
PROJECT BUDGET

Costs will be allocated based on 90% Federal funding and 10% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Engineering (by State)	$24,779	0%	$0	100%	$24,779	0%	$0
Environmental (by State)	$4,956	0%	$0	100%	$4,956	0%	$0
Construction (by State)	$247,786	90%	$223,007	0%	$0	10%	$24,779
Subtotal	$277,521		$223,007		$29,735		$24,779
Environmental Direct State Costs	$1,388	0%	$0	0%	$0	100%	$1,388
Right of Way Direct State Costs	$347	0%	$0	0%	$0	100%	$347
Engineering Direct State Costs	$1,734	0%	$0	0%	$0	100%	$1,734
Utility Direct State Costs	$347	0%	$0	0%	$0	100%	$347
Construction Direct State Costs	$3,122	0%	$0	0%	$0	100%	$3,122
Indirect State Costs 4.52%	$12,544	0%	$0	100%	$12,544	0%	$0
TOTAL	$297,003		$223,007		$42,279		$31,717

Initial payment by the Local Government to the State: $3,816
Payment by the Local Government to the State before construction: $3,122
Estimate total payment by the Local Government to the State $6,938. This is an estimate. The final amount of Local Government participation will be based on actual costs.

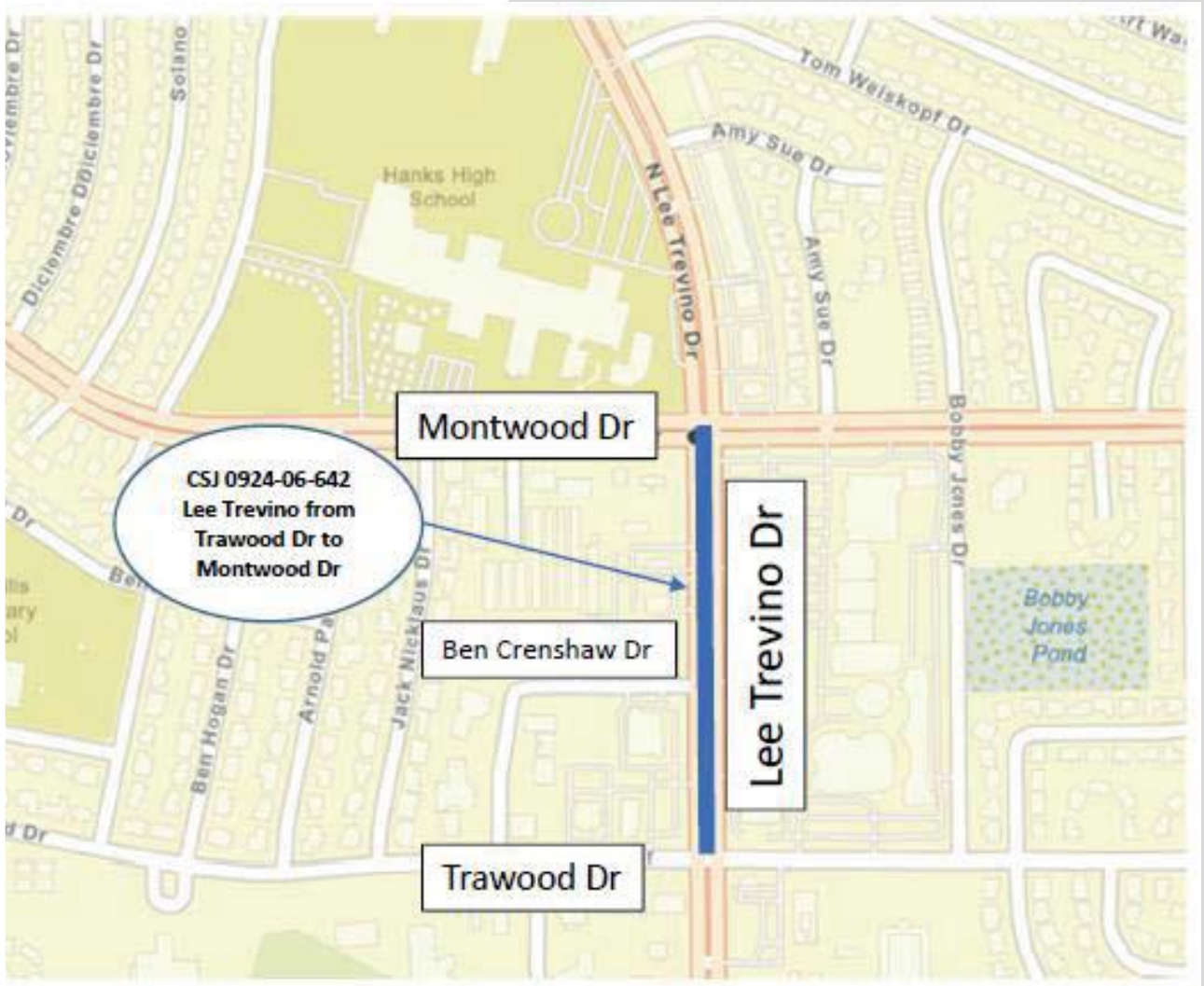
HSIP Lee Trevino Channelization Advanced Funding Agreement

August 17, 2021

Project Background

- This is an Advanced Funding Agreement with TxDOT for the HSIP FY22 Lee Trevino Channelization project.

- The project consists of channelization modifying medians to reduce points of conflict along Lee Trevino Drive from Trawood Drive to Montwood Drive.



Recommendations

- That the City Manager, or designee, be authorized to sign an Advance Funding Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the HSIP FY22 – Lee Trevino Drive Channelization project

- Estimated total project cost: $297,003

- Estimated **City participation** amount of **$31,717**

Thank you

File #: 21-922, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 3
Airport, Sam Rodriguez, (915) 212-7301

AGENDA LANGUAGE:

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

That the City Manager, or designee, be authorized to sign an Easement Agreement granting an easement to Level 3 Communications, LLC to install communications facilities and equipment on the property legally described as a 10 Foot Wide Utility Easement being a 4,915.36 square foot strip of land over and across a portion of Lot 4, Block 1-C, El Paso International Airport Tracts, Replat Unit 6, [E.P.I.A.T.U.6] (Book 0028, Page 0049, El Paso County Records, (E.P.C.R.)) Over and Across the portion of Allegheny Drive, vacated by the November 11, 1997, City Ordinance # 013389, as each are shown on said Ordinance and Plat of E.P.I.A.T.U.6 and Over and Across a portion of Tract 4A26A, Ascarate Grant Block 2, same being those lands within the Memorandum of Lease by and between the City of El Paso and Spokane Equities of Record in Book 2854, Book 1619 and the Assignment of Leases in Document 20080026097 (E.P.C.R.) such property located near the intersection of De Havilland Drive and Allegheny Drive.

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

AGENDA DATE: August 31, 2021
PUBLIC HEARING DATE: N/A

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

DISTRICT(S) AFFECTED: 3

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

SUBGOAL:

SUBJECT:
That the City Manager, or designee, be authorized to sign an Easement Agreement granting an easement to Level 3 Communications, LLC to install communications facilities and equipment on the property legally described as a 10 Foot Wide Utility Easement being a 4,915.36 square foot strip of land over and across a portion of Lot 4, Block 1-C, El Paso International Airport Tracts, Replat Unit 6, [E.P.I.A.T.U.6] (Book 0028, Page 0049, El Paso County Records, (E.P.C.R.)) Over and Across the portion of Allegheny Drive, vacated by the November 11, 1997 City Ordinance # 013389, as each are shown on said Ordinance and Plat of E.P.I.A.T.U.6 and Over and Across a portion of Tract 4A26A, Ascarate Grant Block 2, same being those lands within the Memorandum of Lease by and between the City of El Paso and Spokane Equities of Record in Book 2854, Book 1619 and the Assignment of Leases in Document 20080026097 (E.P.C.R.) such property located near the intersection of De Havilland Drive and Allegheny Drive.

BACKGROUND / DISCUSSION:
The easement is needed to complete the Airport's Convair Road improvement project.

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___NO

PRIMARY DEPARTMENT: Aviation
SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:

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

Revised 04/09/2021

RESOLUTION

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

That the City Manager, or designee, be authorized to sign an Easement Agreement granting an easement to Level 3 Communications, LLC to install communications facilities and equipment on the property legally described as a 10 Foot Wide Utility Easement being a 4,915.36 square foot strip of land over and across a portion of Lot 4, Block 1-C, El Paso International Airport Tracts, Replat Unit 6, [E.P.I.A.T.U.6] (Book 0028, Page 0049, El Paso County Records, (E.P.C.R.)) Over and Across the portion of Allegheny Drive, vacated by the November 11, 1997 City Ordinance # 013389, as each are shown on said Ordinance and Plat of E.P.I.A.T.U.6 and over and across a portion of Tract 4A26A, Ascarate Grant Block 2, same being those lands within the Memorandum of Lease by and between the City of El Paso and Spokane Equities of Record in Book 2854, Book 1619 and the Assignment of Leases in Document 20080026097 (E.P.C.R.) such property located near the intersection of De Havilland Drive and Allegheny Drive.

ADOPTED THIS _____ DAY OF _____, 2021.

THE CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Omar De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Samuel Rodriguez, P.E.
Director of Aviation

21-1004-1208 | /PL# 1066803
Underground Electrical Pad Easement-Resolution
Easement – EPE – Convair Lateral Relocation
OAR

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 201___ by and between THE CITY OF EL PASO ("Grantor"), whose address is 300 N. Campbell St. El Paso, Texas 79901, and LEVEL 3 COMMUNICATIONS, LLC ("Grantee"), whose address is 1025 Eldorado Blvd., Broomfield, Colorado 80021.

1. For and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions of this Agreement, Grantor on this date agrees to grant and convey to Grantee, its successors and assigns, and Grantee agrees to acquire from Grantor, a permanent perpetual non-exclusive easement on certain real estate located in El Paso County, Texas and legally described on Exhibit "A" attached hereto with rights of ingress, egress and access thereto, to construct, install, operate, maintain, repair, renew, replace and remove Grantee's communications facilities and equipment as Grantee may, from time to time require, generally consisting of multiple conduits, cables, wires, surface location markers, manholes, handholes, vaults and other appurtenances for similar uses (the "Facilities") upon, over, through, under and along a parcel of land ten feet (10') in width, being five feet (5') from centerline on each side of the installed conduit ("Easement") and an additional area outside the Easement utilized as temporary work space and as a construction/maintenance staging area ("Temporary Work Space") crossing the real property described in Exhibit A ("Property ") and a plat of the Easement shown on Exhibit B attached hereto and, by reference both made a part hereof, together with:

(A) the right of ingress and egress over and across any adjacent real property owned or controlled by Grantor and the Easement and Temporary Work Space for the purpose of exercising the rights granted herein provided that such ingress and egress does not interfere with Grantor's improvements or uses, provided that Grantee will provide the Grantor with a 5 calendar day prior written notice before accessing the property to perform any activities involving any sort of construction or disturbance of the land, except in the event of an emergency when reasonable notice shall be acceptable;

(B) the right to clear and keep cleared all trees, roots, brush and other obstructions from the surface and sub-surface of the Easement, and during construction or maintenance periods, to use additional areas adjacent to the Easement for ingress and egress.

2. This Agreement is made without any warranties of any kind by the Grantor.

3. Grantor reserves all rights to the Property not granted under this instrument. Grantor shall have the right to use and enjoy the surface of the Easement and grant others the use of the surface of the Easement except when such use interferes with the rights and privileges conveyed herein to Grantee. Grantor agrees not to erect or construct any building or structure, or plant trees within the Easement, except that structures currently located on the Easement may remain.

The Grantor's rights under this Agreement are subject to any other rights currently granted to other parties under this Agreement. Grantee will replace or repair, as reasonable, landscaping and paving if disturbed by Grantee's activities.

4. Grantee agrees to fully compensate Grantor for any damage or injury done to livestock, growing crops, improvements, structures, parking areas, landscaping and other appurtenances and/or other improvements in the course of construction and maintenance associated with the aforesaid Facilities except to the extent caused by the negligent or willful act or omissions of Grantor, its heirs, assigns, agents, employees or contractors. Grantee agrees that any areas adjacent to the Easement that are altered or damaged as a result of construction or maintenance by Grantee, but which are lying outside the Easement shall be restored to their prior condition when said construction or maintenance is completed.

5. Grantee shall perform all work on the Easement and the Property in a good workmanlike manner and obtain all permits or licenses required under law for such work on the Property or Easement. Except during construction, Grantee will maintain the Easement in a clean and well maintained manner during any maintenance or repair work performed by Grantee on the Property. Grantee's responsibility to maintain the Easement in a clean and well maintained manner under this section shall be limited to Grantee's exercise of the rights granted under this Agreement.

6. Except to the extent caused by the negligence or willful misconduct of the Grantor, Grantee agrees to release, indemnify, defend and hold harmless the Grantor against any and all claims, demands and causes of action arising in favor of any person, corporation or governmental entity, because of personal injury including death, or damages to property, including the Facilities, to the extent arising from any act or omission of the Grantee, its employees, contractors, subcontractors, or agents in connection with this Agreement, and in the course of construction and maintenance of the Facilities or use of the Easement. To the full extent allowed by law, the Grantee releases the Grantor from any claims pertaining to loss or damage to property, injury, or death sustained by the Grantee while using the Property, except to the extent caused by the negligence or willful misconduct of Grantor.

7. If any provision of this Easement Agreement shall be held to be violative of any applicable law or unenforceable for any reason, the invalidity or unenforceability of any such provision shall not invalidate or render unenforceable any other provision hereof, which shall remain in full force and effect.

8. No change or modification to this Easement Agreement shall be valid unless the same is in writing and signed by the parties hereto. No purported or alleged waiver of any of the provisions of this Easement Agreement shall be binding or effective unless in writing and signed by the party against whom it is sought to be enforced.

9. All notices and other communications which are required or permitted under the terms of this Agreement shall be in writing and shall be sent by either certified United States mail, postage prepaid, return receipt requested, or delivered personally. Notices and communications

shall be deemed to have been given on the date so mailed or on the date when personally delivered. Such notices and communications shall be addressed to the parties at their respective addresses set forth above. The notice address of either party may be changed by ten (10) days prior written notice delivered to the other party in accordance with this paragraph.

10. Grantor and Grantee covenant and agree, for themselves and their respective successors and assigns, to execute such other documents, and take such further actions, as may reasonably be requested by the other in order to carry out the provisions of this Easement Agreement, including without limitation, in the event the applicable local recorder's office shall refuse or otherwise fail to record this instrument, the execution of another instrument granting the easement herein described in form acceptable for recording.

11. Grantee may divide, subdivide or apportion, and may lease, assign, transfer, mortgage or encumber, all or any part of the Easement.

12. The covenants, terms, conditions and provisions contained herein shall run with the land and shall be binding upon Grantor and all subsequent owners of the Property provided that Grantee may not assign this Agreement without the Grantor's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

13. Relocation of Easement. At the request of the Grantor, the Grantee will relocate the Easement and all Grantee's property within the Easement location at the Grantee's sole expense. The Grantee will execute either an amendment to this Agreement or a release for the easement granted under this Agreement and the parties will enter into a new Easement Agreement for the new location of the easement. In the event relocation is required by reason of construction by a third party, non-governmental entity, Licensee's relocation costs shall be borne by the third party. All terms and conditions of this License shall apply to the new location.

14. No liens. Grantee will pay off and/or remove any liens on the Property that arise out of the Grantee's activities on the Property within 30 calendar days of receiving communication by the Grantor.

15. Termination of Easement. The Grantor may terminate all of Grantee's rights under this Agreement for the following reasons:

a. For Default. If the Grantee fails to perform any obligations under this Agreement following receipt of written notice and a 30 calendar day opportunity to cure.

b. For abandonment. If Grantee abandons the Easement. For purposes of this Agreement, the term "abandon" means the failure of the Facilities to provide service to any customers for a consecutive period longer than one year. Failure of Grantee to respond within 60 calendar days of receipt of a Grantor's inquiry of whether the Grantee has abandoned the Easement will constitute an abandonment of the Easement.

c. Refusal to relocate. If Grantee refuses to relocate the Easement following receipt of a written request by the City of El Paso. The City of El Paso will allow the Grantee a 30 calendar day opportunity to cure prior to termination of this Agreement.

d. Vote by City Council. If the City Council of the City of El Paso votes to terminate this Agreement for a public purpose. The recording of the Resolution by City Council in the El Paso County Records will suffice to provide evidence of the termination of this Agreement.

16. Upon termination of this Agreement for any reason, the Grantee will remove any property belonging to the Grantor from the Property, unless the parties mutually agree to abandon some or all of Grantee's Facilities on the Property. If the Grantee fails to remove all property from the Property within 90 calendar days of termination of this Agreement and the parties have not agreed to abandon any of Grantee's Facilities, then the City may dispose of the property at the Grantee's expense. The Grantee will pay the Grantor all actual, reasonable, and documented costs incurred by the Grantor, including attorney's fees, for disposing of property. The Grantee will also pay the Grantor all actual, reasonable, and documented costs incurred by the Grantor, including attorney's fees, for clearing a lien imposed on the Property because of any activities of the Grantee.

17. Upon Termination of this Agreement for any reason, all rights of the Grantee under this Agreement will be terminated and the Grantor will be free from any obligations under this Agreement.

18. This Agreement constitutes the entire agreement by the parties.

IN WITNESS WHEREOF, this instrument is executed and effective as of the date first written above.

GRANTOR SIGNATURE:

By: Samuel Rodriguez, P.E.

Its: Director of Aviation

GRANTEE SIGNATURE:

By: _____

Its: _____

APPROVED AS TO FORM

Omar De La Rosa
Assistant City Attorney

ACKNOWLEDGMENT
BY GRANTOR

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, on this _____ day of _____, 201___, personally appeared _____ who is _____ of _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same as his/her free act and deed and for the purposes and consideration therein expressed.

_____
Notary Public

_____
Commission Expires

ACKNOWLEDGMENT
BY LEVEL 3 COMMUNICATIONS, LLC

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned authority, on this _____ day of _____, 201___, personally appeared _____ who is _____ of _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same as his/her free act and deed and for the purposes and consideration therein expressed.

_____
Notary Public

_____
Commission Expires

EXHIBIT A

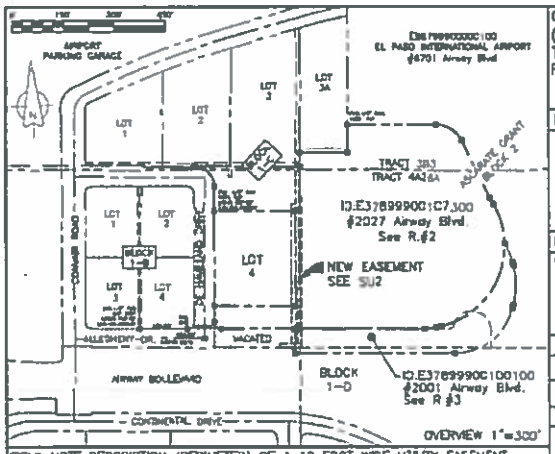
LEGAL DESCRIPTION OF REAL PROPERTY

Property situated in the County of El Paso, State of Texas
legally described as follows:

A 10 Foot Wide Utility Easement being a 4,915.36 square foot strip of land over and across a portion of Lot 4, Block 1-C, El Paso International Airport Tracts, Replat Unit 6, [E.P.I.A.T.U.6] (Book 0028, Page 0049, El Paso County Records, (E.P.C.R.)) Over and Across the portion of Allegheny Drive, vacated by the November 11, 1997 City Ordinance # 013389, As each are shown on said Ordinance and Plat of E.P.I.A.T.U.6 and over and across a portion of Tract 4A26A, Ascarate Grant Block 2, Same being those lands within the Memorandum of Lease by and between the City of El Paso and Spokane Equities of Record in Book 2854, Book 1619 and the Assignment of Leases in Document 20080026097 (E.P.C.R.) more specifically shown in Exhibit B below.

EXHIBIT B

PLAT OR DEPICTION OF THE EASEMENT



CENTURYLINK NATIONAL
(LUMIN) RELO 184334
TX-CONVAIR LATERAL RELO.
PROJECT:N.828261

PROJECT ADDRESS:

2027 AIRWAY BLVD. (REAR)
N.E. OF INTX. ALLEGHENY &
DE HAVILLAND DRIVE
CITY OF EL PASO, EL PASO
COUNTY, TEXAS 79925

UNDERLYING PARCEL OWNER:

NAME: CITY OF EL PASO
ADDRESS: 300 N. CAMPBELL ST.
EL PASO, TEXAS 79901
PHONE:
EMAIL:

PUBLIC RECORD PARCEL I.D.:

E378999001C7300

E378999001D0100

PROJECT PREPARED BY:

GREAT WESTERN LAND SURVEYING
& CONSULTING
L. DEAN VAN MATRE
TEXAS R.P.L.S. 5852
TEXAS FIRM REGISTRATION:10194332
8512 BASIL COURT,
EL PASO, TEXAS 79925
Email: ldvm1930@gmail.com
Cell: 915-474-2803

BASIS OF BEARING & DATUM DATA:

1. ALL DISTANCES ARE SURFACE & BEARINGS ARE GRID BASED UPON THE SPCS OF: TEXAS
   ZONE: CENTRAL 4203
2. PROJECT IS TIED TO NATIONAL CORS VIA THE OPUS UTILITY
3. GEODETIC CONTROL VIA GPS FIELD OBSERVATIONS OBSERVED AT THE STATION REFERENCED BELOW

POINT# 1	
DESCRIPTION	Fnd 1/2" Rebar in Conc.
(Y) NORTHING	10,448,393.178'
(X) EASTING	413,025.787'
ELEVATION	NAVD88 3,918.55'
LATITUDE (DD)	31.79819134°
LONGITUDE (DD)	106.39877523°
ELLIPSOID ELEV	3839.27'
CONVERGENCE	N 0°07'27" E
COMBI.SCALE (Grid->Grd)	0.999794147109

FIELD NOTE DESCRIPTION (PERIMETER) OF A 10 FOOT WIDE UTILITY EASEMENT

BEING A DESCRIPTION OF A 4,915.36 SQUARE FOOT STRIP OF LAND OVER AND ACROSS A PORTION OF LOT 4, BLOCK 1-C, EL PASO INTERNATIONAL AIRPORT TRACTS, REPLAT UNIT 6, (E.P.I.A.T.U.6) (BOOK 0078, PAGE 0049, EL PASO COUNTY RECORDS, (E.P.C.R.)) OVER AND ACROSS THE PORTION OF ALLEGHENY DRIVE, VACATED BY THE NOVEMBER 11, 1997 CITY ORDINANCE #013389, AS EACH ARE SHOWN ON SAID ORDINANCE AND PLAT OF E.P.I.A.T.U.6. AND OVER AND ACROSS A PORTION OF TRACT 4A28A, ASCARATE GRANT BLOCK 2, SAME BEING THOSE LANDS WITHIN THE MEMORANDUM OF LEASE BY AND BETWEEN THE CITY OF EL PASO AND SPOKANE EQUITIES OF RECORD IN BOOK 2854, BOOK 1819 AND THE ASSIGNMENT OF LEASES IN DOCUMENT 20080026097 (E.P.C.R.) AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF CURVE OF LOT 4, BLOCK 1-C, AT THE VACATED NORTH R.O.W. OF ALLEGHENY DRIVE (E.P.I.A.T.U.6) MARKED BY A FOUND 1/2" WITHOUT IDENTIFICATION IN CONCRETE, HAVING GEODETIC COORDINATES OF 31.798192°LAT. AND 106.398775°LONG. FROM WHICH MONUMENT THE FOLLOWING TWO (2) SURVEY MONUMENTS FOUND AND USED TO DEVELOP SUBJECT BOUNDARIES BEAR THE FOLLOWING:

A. THE SOUTH COMMON CORNER OF LOTS 3&4, BLOCK 1-B, SAID E.P.I.A.T.U.6, MARKED BY A FOUND 1/2" REBAR WITH CAP #2027 HAVING GEODETIC COORDINATES OF 31.795180°LAT. AND 106.399548°LONG. AND BEARS ON A TEXAS STATE PLANE GRID BEARING (BASIS OF BEARING) NORTH 87°51'09" WEST (PLAT BEARING=S88°58'07"W) A DISTANCE OF 240.00 FEET.
B. THE CENTERLINE/CENTERLINE INTERSECTION OF DE HAVILLAND DRIVE AND ALLEGHENY DRIVE, ESTABLISHED FROM FOUR (4) STRADDLE NAILS FOUND IN PLACE BEARS SOUTH 62°02'01" WEST A DISTANCE OF 57.80 FEET;

THENCE, FROM THE POINT OF COMMENCEMENT SOUTH 87°51'09" EAST A DISTANCE OF 221.00 FEET TO THE POINT OF BEGINNING, THENCE, THE FOLLOWING EIGHT (8) COURSES,

1. ALONG A LINE PARALLEL TO AND OFFSET 5.00 FEET WEST FROM THE EAST LINE OF LOT 4, NORTH 02°08'51"EAST A DISTANCE OF 385.87 FEET;
2. THENCE, SOUTH 87°51'09"EAST A DISTANCE OF 10.00 FEET;
3. THENCE, ALONG A LINE PARALLEL TO AND OFFSET 5.00 FEET EAST FROM THE EAST LINE OF LOT 4, SOUTH 02°08'51"WEST A DISTANCE OF 385.87 FEET;
4. THENCE, ACROSS VACATED ALLEGHENY DRIVE THE FOLLOWING FIVE COURSES, SOUTH 02°08'51"WEST A DISTANCE OF 54.00 FEET;
5. THENCE, ALONG THE NORTH R.O.W. OF AIRWAY BOULEVARD, NORTH 87°51'09"WEST A DISTANCE OF 61.68 FEET;
6. THENCE, NORTH 02°08'51"EAST A DISTANCE OF 10.00 FEET;
7. THENCE, SOUTH 87°51'09"EAST A DISTANCE OF 51.68 FEET;
8. THENCE, NORTH 02°08'51"EAST A DISTANCE OF 44.00 FEET TO THE VACATED NORTH RIGHT OF WAY OF ALLEGHENY DRIVE AND THE POINT OF BEGINNING OF THIS EASEMENT DESCRIPTION.

- CONTAINING AN AREA OF 4,915.36 SQUARE FEET OR 0.113 ACRES

LEGEND

- ⊕ FOUND SURVEY MONUMENT (AS NOTED)
- O POINT TO BE SET (REBAR-SPIKE-NAIL-ETC)
- SFNF SEARCHED FOR NOT FOUND
- ⊠ CALCULATED POINT (NOT SET)
- ◊ SHOWN FOR REFERENCE (NOT DEFINED BY THIS SURVEY)
- SSMH STORM SEWER MANHOLE
- SP SIGN POST
- SMH SEWER MANHOLE
- —S— SEWER LINE
- FH FIRE HYDRANT
- —W— WATER LINE
- WV WATER VALVE
- WM WATER METER
- —E— ELECTRIC LINE
- EM ELECTRIC METER
- —OHL— OVERHEAD LINE
- PP POWER POLE
- —BW— BARBED WIRE FENCE
- —CL— CHAINLINK FENCE
- GM GAS METER
- —G— GAS LINE
- —T— TELCO LINE
- —FO— FIBER OPTIC LINE
- XFMR ELEC XFMR=FORMER
- LP LIGHT POLE

SURVEYOR'S CERTIFICATION:

THIS EASEMENT SURVEY IS BASED ON A FIELD SURVEY PERFORMED BY ME, IT CORRECTLY DEPICTS EXISTING, READILY VISIBLE IMPROVEMENTS AND ABOVE GROUND UTILITIES. BOUNDARY CONTROL WAS VERIFIED FROM FIELD AND RECORD INFORMATION. A TITLE FOR THE SUBJECT PARCEL WAS NOT PROVIDED FOR THIS PROJECT.

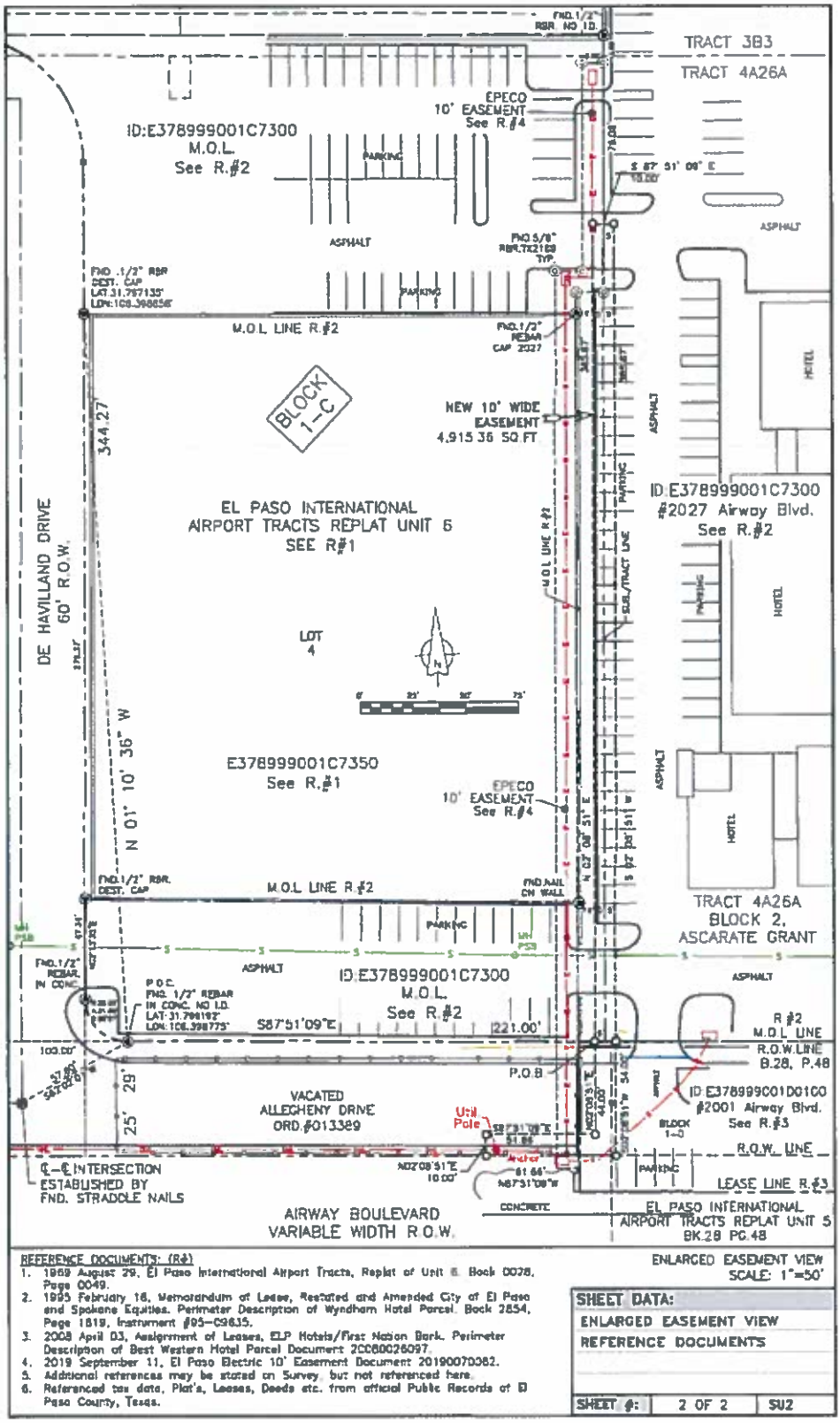
SHEET DATA:

PROJECT OVERVIEW
FIELD NOTE DESCRIPTION

SHEET #:	1 OF 2	SU1

STATE OF TEXAS — REGISTERED — L. DEAN VAN MATRE — 5852 — PROFESSIONAL LAND SURVEYOR

L. DEAN VAN MATRE
TEXAS R.P.L.S. 5852 JUNE 09, 2021-REV 1



REFERENCE DOCUMENTS: (R#)

1. 1969 August 29, El Paso International Airport Tracts, Replat of Unit 6, Book 0028, Page 0049.
2. 1995 February 16, Memorandum of Lease, Restated and Amended City of El Paso and Spokane Equities. Perimeter Description of Wyndham Hotel Parcel. Book 2854, Page 1819, Instrument #95-C98315.
3. 2008 April 03, Assignment of Leases, ELP Hotels/First Nation Bank. Perimeter Description of Best Western Hotel Parcel Document 20080026097.
4. 2019 September 11, El Paso Electric 10' Easement Document 20190070382.
5. Additional references may be stated on Survey, but not referenced here.
6. Referenced tax data, Plat's, Leases, Deeds etc. from official Public Records of El Paso County, Texas.

ENLARGED EASEMENT VIEW
SCALE: 1"=50'

SHEET DATA:		
ENLARGED EASEMENT VIEW		
REFERENCE DOCUMENTS		
SHEET #:	2 OF 2	SU2

File #: 21-913, **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.

That the Mayor of the City of El Paso, Texas be authorized to sign a Resolution of no objection for a 2021 4% Non-Competitive, Low Income Housing Tax Credit (LIHTC) application submitted by EP Pooley, LP to the Texas Department of Housing and Community Affairs (TDHCA) for the rehabilitation of 123 affordable rental housing units at 201 Cortez Drive, El Paso, Texas 79905 (aka Cielo Tower).

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

AGENDA DATE: 8/17/2021 (consent)
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Nicole Ferrini, 915-212-1659

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 8 – Nurture and promote a healthy, sustainable community

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

SUBJECT:
APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include $ amount if applicable.
That the Mayor of the City of El Paso, Texas be authorized to sign a resolution of no objection for a 2021 4% Non-Competitive, Low Income Housing Tax Credit (LIHTC) application submitted by EP Pooley, LP to the Texas Department of Housing and Community Affairs (TDHCA) for the rehabilitation of 123 affordable rental housing units at 201 Cortez Drive, El Paso, Texas 79905 (aka Cielo Tower).

BACKGROUND / DISCUSSION:
Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?
On December 8, 2015, City Council adopted a process whereby requests for resolutions of no objection for 4% non-competitive, Low Income Housing Tax Credits (LIHTC) are to be approved.

In partnership with the Housing Authority of the City of El Paso (HACEP), EP Pooley, LP is submitting a request for a resolution of no objection for the proposed rehabilitation of 123 affordable housing units at the existing Pooley Apartments at 201 Cortez Dr. The rehabilitated facility will be named "Cielo Tower".

PRIOR COUNCIL ACTION:
Has the Council previously considered this item or a closely related one?
N/A

AMOUNT AND SOURCE OF FUNDING:
How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?
N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X__ YES ___NO

PRIMARY DEPARTMENT: Department of Community + Human Development
SECONDARY DEPARTMENT: N/A

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

Revised 04/09/2021

DEPARTMENT HEAD:

_____

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

RESOLUTION

WHEREAS, EP Pooley, LP has proposed a development for affordable rental housing of **123** units that will be located at **201 Cortez Drive** in the **City of El Paso;** and

WHEREAS, EP Pooley, LP has submitted an application to the Texas Department of Housing and Community Affairs for **2021** Housing Tax Credits for **Cielo Tower**.

It is hereby

RESOLVED, that in accordance with the requirements of Tex. Gov't Code §2306.67071 and 10 TAC §11.204(4), it is hereby found that:

1. Notice has been provided to the Governing Body in accordance with Tex. Gov't Code, §2306.67071(a); and

2. The Governing Body has had sufficient opportunity to obtain a response from the Applicant regarding any questions or concerns about the proposed Development; and

3. The Governing Body has held a hearing at which public comment may be made on the proposed Development in accordance with Tex. Gov't Code, §2306.67071(b); and

4. After due consideration of the information provided by the Applicant and public comment, the Governing Body does not object to the proposed Application; and

FURTHER RESOLVED that for and on behalf of the Governing Body, **Laura Prine, City Clerk** is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

APPROVED this _____ day of _____ 2021.

THE CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura Prine
City Clerk

APPROVED AS TO FORM:

_____
Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicole M. Ferrini, Director
Community and Human Development

Clear Entire Form

2021 LOW INCOME HOUSING TAX CREDIT
REQUEST FOR MUNICIPAL RESOLUTION

The City of El Paso requires the following information in order to process a request for support resolution for the Texas Dept. of Housing and Community Affairs as part of the 2021 Low Income Housing Tax Credit (LIHTC) application process.
All 9% LIHTC applicants must fill out Sections A, B, and D. Section C is for 9% LIHTC applicants seeking City financial support.
4% HTC applicants must fill out sections A, B and D only.

- ***The deadline for 9% Housing Tax Credit Requests for Municipal Resolution is Monday, November 2, 2020 by 5:00 pm (MST)***

SECTION A. PROPERTY AND CONTACT INFORMATION

1. Applicant/Developer: Paisano HRC
2. Contact Person: Tom Deloye
3. Applicant Address: 304 Texas Ave, Suite 1600, El Paso, TX 79901
   Phone: 847-769-4173 E-Mail: tdeloye@hacep.org
4. Name of Proposed Development: Cielo Tower
5. Proposed Development Address/Location: 201 Cortez, El Paso, TX 79905
6. Type of Tax Credit requested of TDHCA (ex. 9% Statewide At-Risk or 9% Regional Competitive):
   4% LIHTC

SECTION B. PROJECT INFORMATION

1. Project type (rehabilitation, new construction, adaptive reuse, etc.): Rehabilitation
2. Provide a written narrative explaining why the particular type of tax credit is being requested and how the proposed development meets TDHCA criteria and the City of El Paso adopted Evaluation Criteria for Requests for Local Government Support of LIHTC Proposals. To accomplish this, the narrative should include detailed descriptions of how the proposed development meets each of the criteria for Value Statements 2, 3, 4, and 5 in the City's adopted evaluation criteria (attached to this form). Narrative must be no more than 10 pages, single-spaced, 12 pt. Arial or Calibri font, 1" margins. Submit as Attachment B-2.
3. Total cost of development (as prepared by an Architect, Engineer or Contractor): $23,927,063
4. Cost per square foot: $183.72
5. Amount of tax credits being requested of TDHCA: $1,104,687
6. Number of units & housing mix for proposed development (1, 2 or 3 bedroom) and Number of Affordable Units

Units/bedroom Size:	Total Quantity	Market Rate	80% AMI	60% AMI	50% AMI	30% AMI
1 Bedroom	122	0		122		
2 Bedroom	1	0		1		
3 Bedroom						
4 Bedroom						
Totals	123	0		123		

7. Is the proposed development site properly zoned for proposed development? Yes ☑ No ☐

   a. Current Zoning: C-4

8. Are property taxes current for the site? Yes ☑ No ☐

   If yes, provide a copy of current property tax receipt, or print-out from:

   https://actweb.acttax.com/act_webdev/elpaso/index.jsp Submit as Attachment B-8.

9. Is the property located in a flood zone? Yes ☐ No ☑

10. Submit location map showing the project site. Submit as Attachment B-10.

11. Submit project Site Plan (and renderings if available). Submit as Attachment B-11.

SECTION C. FOR THOSE PROJECTS SEEKING FINANCIAL SUPPORT FROM CITY FUNDS

1. Total amount of funds requested from City HOME/CDBG funds: $0.00

   Or, total amount of requested fee waiver from the City of El Paso: $0.00

2. Indicate use of all funds by category and amount (for those requesting HOME/CDBG funds):

Acquisition:	$
Design/Soft Costs:	$
New Construction of Housing Units:	$
Rehabilitation/Conversion of Housing Units:	$
Funds from other sources:	$
Total Project Cost:	$

3. Relocation of Tenants (for rehabilitation and/or reconstruction developments):

   How many of the existing dwelling units are occupied? 0 Vacant? 123

   If completely vacant, how long has the property been vacant? 1 year

   Are any of the units owner-occupied? None

   Will Temporary or permanent relocation be required? No

4. Section 3 Agreement (for those requesting HOME/CDBG funds): If the project construction amount totals more than $200,000, the owner/contractor agrees to meet or exceed Section 3 requirements by: (1) awarding at least 20% of the total dollar amount of all covered construction contracts to Section 3 businesses; and (2) offering 50% of new employment opportunities to Section 3 businesses. Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods. The HOME and CDBG funds administered by the City necessitate following Section 3 provisions.

   Do you agree to meet or exceed the Section 3 requirements noted above? Yes ☐ No ☐

5. Submit the following financial documents (for those requesting HOME/CDBG funds):

   a. Applicant's financial statement or most recent audit. Submit as Attachment C-5.a.

   b. Applicant's Current Income Tax Return. Submit as Attachment C-5.b.

6. Submit the following Relocation documents (if applicable):

a. Copy of Relocation Plan. Submit as Attachment C-6.a.

b. Proof of approval of Relocation Plan by HUD. Submit as Attachment C-6.b.

c. List of all households to be displaced, list must include date of issuance of General Information Notices and date of issuance of Relocation Notices for all households. Submit as Attachment C-6.c.

Please note: *Phase I Environmental Assessment must be submitted to Community & Human Development for review prior to execution of any HOME or CDBG funding agreements.*

SECTION D. CERTIFICATIONS

RETURN COMPLETED 9% LIHTC REQUESTS FOR MUNICIPAL RESOLUTION WITH ALL ATTACHMENTS NO LATER THAN NOVEMBER 2, 2020 BY 5:00 PM (MST).

Submittals received after 5:00 pm on November 2, 2020 MST will not be considered for support.

Applications must be submitted by emailing a link to your application contained within a file sharing service. Please notify DCHD staff by emailing **housingprograms@elpasotexas.gov** that your application has been stored with a file sharing service to include the link for access. DCHD must receive this email prior to the application deadline. Applications must be submitted electronically unless a waiver has been issued allowing you to submit your application in paper form. Instructions for submitting your paper application will be contained in the waiver for electronic submission.

4% HTC REQUESTS FOR MUNICIPAL RESOLUTION WILL BE ACCEPTED ON A ROLLING BASIS THROUGHOUT THE YEAR

Person authorized to sign on behalf of proposed development:

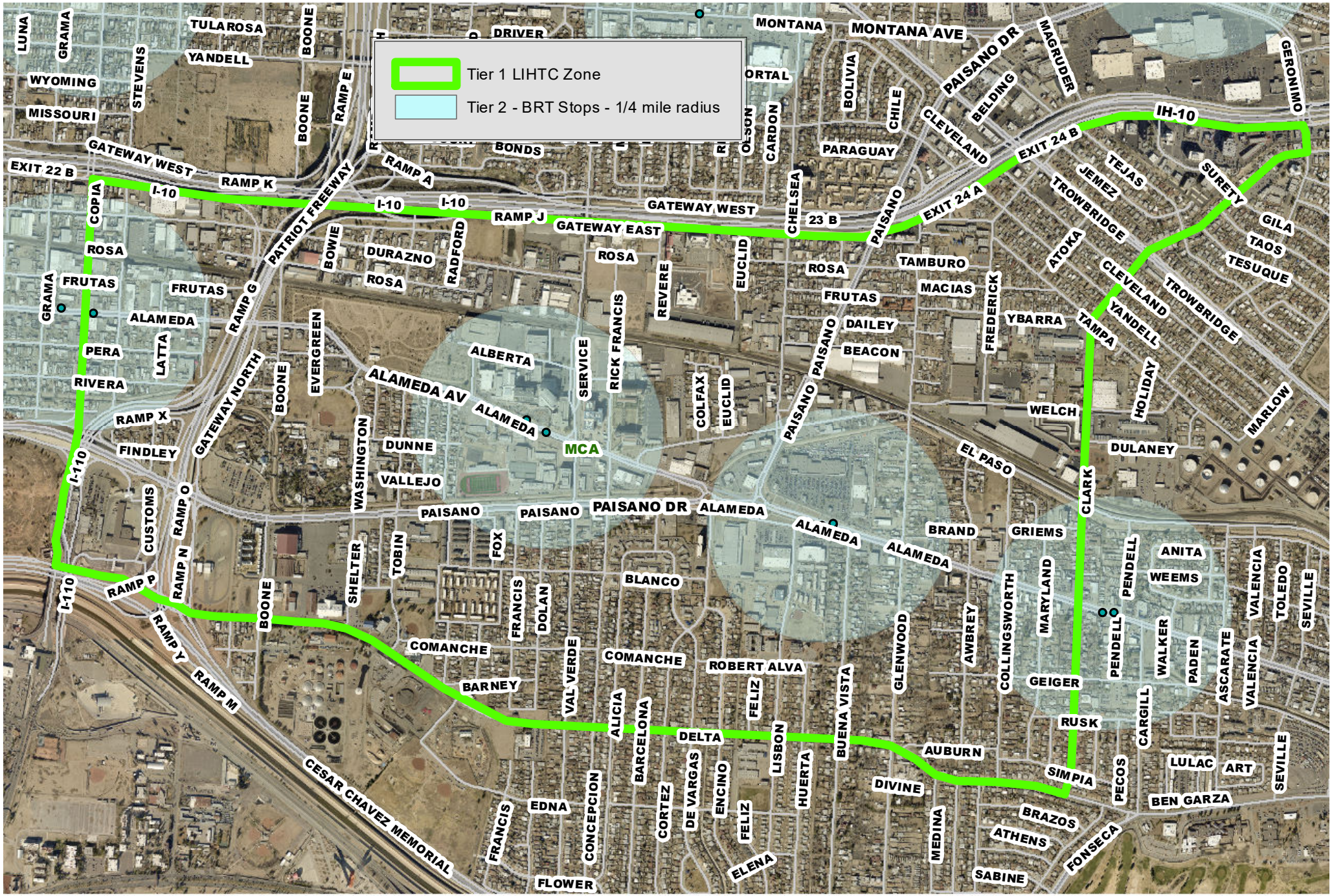
I/we declare that I/we have examined this request and, to the best of my/our knowledge and belief, the information contained therein is true, correct, and complete.

Signature (required): _____

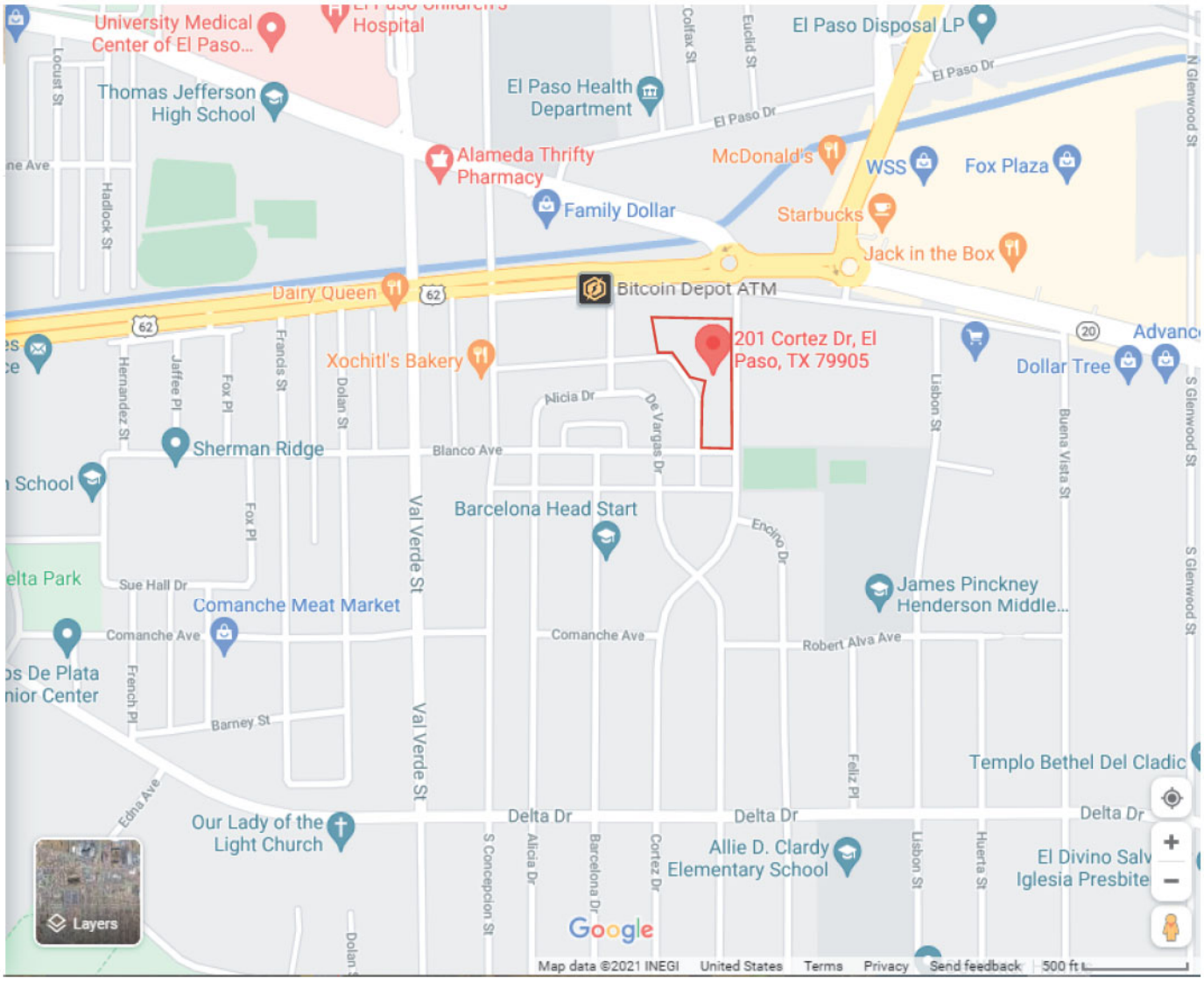
Printed Name/Title: Thomas J. Deloye Date: 8/9/21

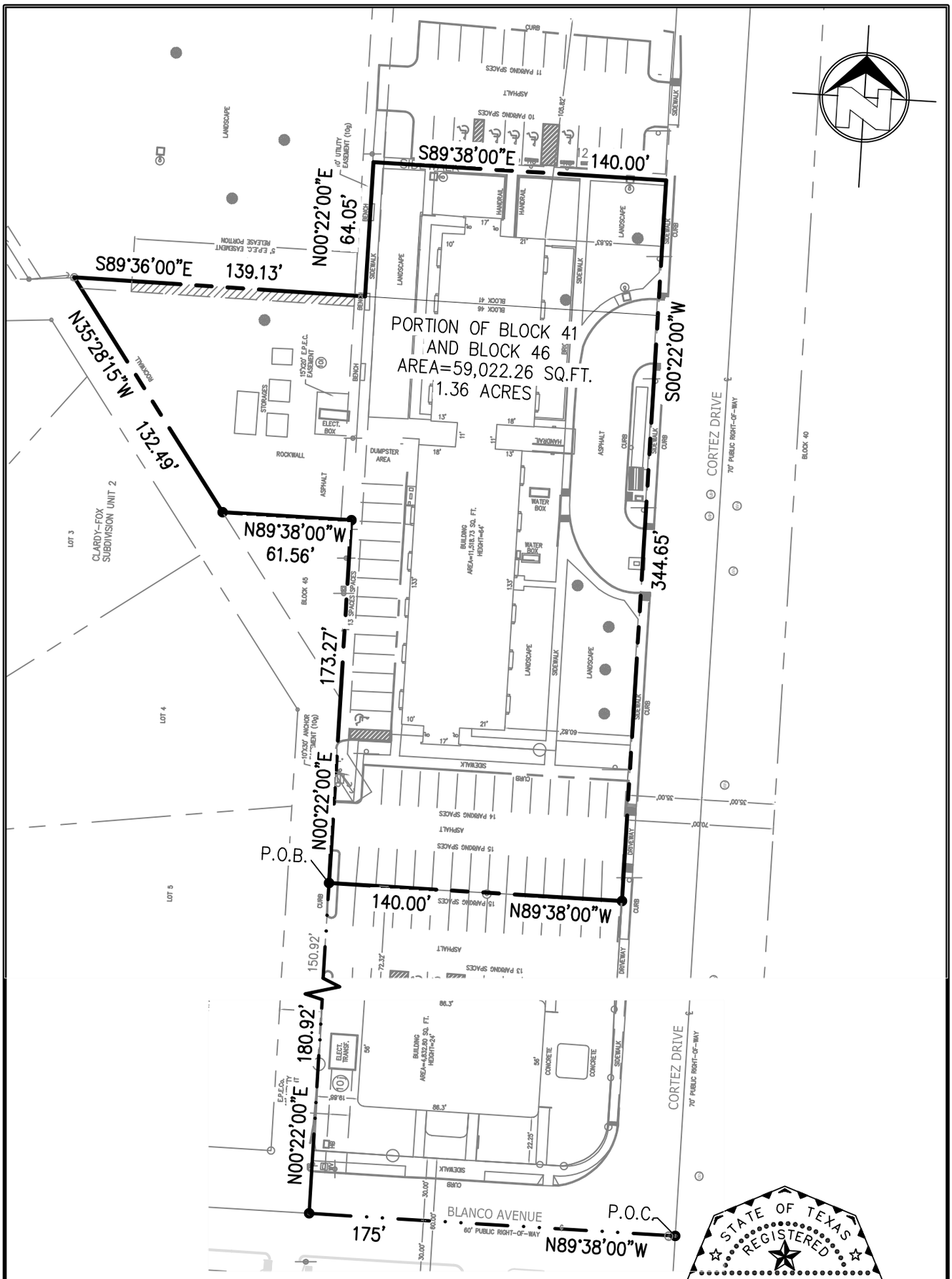
FOR STAFF USE ONLY: Received by: _____ Date: _____

Review for Completeness by: _____


Tier 1 LIHTC Zone
Tier 2 - BRT Stops - 1/4 mile radius
MCA
ALAMEDA AV
PAISANO DR
MONTANA AVE
IH-10
I-10
I-110
CESAR CHAVEZ MEMORIAL

Street Map
Pooley Apartments





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

Copyright 2019 SLI Engineering, Inc.

This map and survey are being provided solely for the use of Housing Authority of The City of El Paso (HACEP) and no license has been created, expressed or implied, to copy the surveys and/or map(s) except as necessary in conjunction with the original transaction. This transaction shall be effective within six (6) months from the date hereon January 2, 2020.

STATE OF TEXAS
REGISTERED
GUILLERMO LICON
2998
PROFESSIONAL
LAND SURVEYOR

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

201 Cortez Dr

CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS
6600 WESTWIND DRIVE
EL PASO, TEXAS
(915) 584-4457

SLI ENGINEERING, INC.

JOB #: 06-15-3793 DR. BY: LCD
SCALE: 1"=60' F.B. #: ***
DATE: 1/2/20

PROPERTY DESCRIPTION

A portion of Block 41 and Block 46, Clardy-Fox Subdivision, Unit V, a subdisvision in the City of El Paso, El Paso County, Texas, according to the plat thereof on file Volume 01, Page 26, Plat Records.

CERTIFICATION
I HEREBY CERTIFY THAT THE FOREGOING PLAT OF BOUNDARY WAS PERFORMED UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GUILLERMO LICON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 2998

File #: 21-919, **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.

That the Mayor of the City of El Paso, Texas be authorized to sign a resolution acknowledging that the census tract within which the 2021 4% Non-Competitive, Low Income Housing Tax Credit (LIHTC) application submitted by EP Pooley, LP to the Texas Department of Housing and Community Affairs (TDHCA) for the rehabilitation of 123 affordable rental housing units at 201 Cortez Drive, El Paso, Texas 79905 (aka Cielo Tower) contains more than 20% Housing Tax Credit units per total household; and further affirming that the proposed development is consistent with the City of El Paso's obligation to affirmatively further fair housing.

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

AGENDA DATE: 8/17/2021
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Nicole Ferrini, 915-212-1659

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 8 – Nurture and promote a healthy, sustainable community

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

SUBJECT:
APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include $ amount if applicable.
That the Mayor of the City of El Paso, Texas be authorized to sign a resolution acknowledging that the census tract within which the 2021 4% Non-Competitive, Low Income Housing Tax Credit (LIHTC) application submitted by EP Pooley, LP to the Texas Department of Housing and Community Affairs (TDHCA) for the rehabilitation of 123 affordable rental housing units at 201 Cortez Drive, El Paso, Texas 79905 (aka Cielo Tower) contains more than 20% Housing Tax Credit units per total household; and further affirming that the proposed development is consistent with the City of El Paso's obligation to affirmatively further fair housing.

BACKGROUND / DISCUSSION:
Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?
Pursuant to 10 TAC §§11.3(e) and 10 TAC §11.4(c)(1), applicants applying for Competitive Housing Tax Credits and/or Private Activity Bonds that propose the New Construction or Adaptive Reuse of a Development located in a census tract that has more than 20% Housing Tax Credit Units per total households shall be considered ineligible unless the Governing Body of the appropriate municipality or county containing the Development has adopted a resolution stating the proposed Development is consistent with the City of El Paso's obligation to affirmatively further fair housing and that the Governing Body of the appropriate municipality or county containing the Development has no objection to the Application.
The proposed project will rehabilitate 123 affordable housing units in the City's MCA Housing Priority Area, a Tier 1 LIHTC area as established by City Council, and is therefore consistent with the City of El Paso's obligation to affirmatively further fair housing.

PRIOR COUNCIL ACTION:
Has the Council previously considered this item or a closely related one?
N/A

AMOUNT AND SOURCE OF FUNDING:
How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?
N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X__ YES ___NO

Revised 04/09/2021

PRIMARY DEPARTMENT: Department of Community + Human Development
SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

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

RESOLUTION

WHEREAS, EP Pooley, LP has proposed a development for affordable rental housing at **201 Cortez Drive** named **Cielo Tower** in the **City of El Paso;** and

WHEREAS, EP Pooley, LP has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs ("TDHCA") for 2021 **Housing Tax Credits** for **Cielo Tower**.

It is hereby

RESOLVED, that as provided for in 10 TAC **§**11.3(e) and §11.4(c)(1**)**, it is hereby acknowledged that the proposed New Construction or Adaptive Reuse Development is located in a census tract that has more than 20% Housing Tax Credit Units per total households and

FURTHER RESOLVED, that the **City of El Paso** hereby confirms that its Governing Body has voted specifically to allow the construction of the Development pursuant to 10 TAC **§**11.3(e) and §11.4(c)(1) of the Qualified Allocation Plan and

FURTHER RESOLVED, that the governing body affirms that the proposed Development is consistent with the jurisdiction's obligation to affirmatively further fair housing; and

FURTHER RESOLVED that for and on behalf of the Governing Body, **Laura Prine, City Clerk** is hereby authorized, empowered, and directed to certify these resolutions to the Texas Department of Housing and Community Affairs.

APPROVED this _____ day of _____ 2021.

THE CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura Prine
City Clerk

APPROVED AS TO FORM:

_____
Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicole M. Ferrini, Director
Community and Human Development

File #: 21-904, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts
Municipal Courts, Annabelle Casas, (915) 212-5205
Municipal Courts, Lilia Worrell, (915) 212-5822

AGENDA LANGUAGE:

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

A Resolution regarding the re-appointment of four on-call, part-time Associate Municipal Court Judges, pursuant to City Code 2.44: Victor Parra, Jorge Rivas, Cori Harbour-Valdez, and Marina Soto-Chavez.

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

AGENDA DATE: **August 17, 2021**
PUBLIC HEARING DATE: None

CONTACT PERSON(S) NAME AND PHONE NUMBER: **Lilia Worrell, Municipal Court Clerk**
Annabelle Casas, Asst Mun Crt Clerk
915-212-5822

DISTRICT(S) AFFECTED: **ALL**

STRATEGIC GOAL: **Set the Standard for Safe and Secure City**
SUBGOAL: 2.7 Maximize Municipal Court efficiency and enhance customer experience

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

Discussion and action on a resolution regarding the re-appointment of four on-call, part-time Associate Municipal Court Judges pursuant to City Code 2.44: Victor Parra, Jorge Rivas, Cori Harbour-Valdez, and Marina Soto-Chavez.

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

Council will re-appoint these candidates to serve as Associate Judges in accordance with City Code Chapter 2.44. Although the City Code does not require the recommendation of the Presiding Judge, a recommendation was solicited from the Presiding Municipal Court Judge Robledo. The City Manager reasons that since the Presiding Judge is more familiar with the legal community and since he will supervise the associates, his input is valuable. City Council is not bound by the Judge's recommendation. The recommendation of the Judge is to re-appoint Victor Parra, Jorge Rivas, Cori Harbour-Valdez, and Marina Soto-Chavez. Although the re-appointments can automatically occur by operation of law, the City Council's approval is requested.

These Judges serve as substitutes for the elected municipal court trial judges at trial and other court hearings; they preside over arraignments, and; they serve as magistrates on weekends and graveyard shifts.

PRIOR COUNCIL ACTION:
Has the Council previously considered this item or a closely related one?

Yes, it is City Council who appoints and re-appoints Associate Municipal Court Judges in accordance with Ordinance 016274 and the City Charter. These Judges were last appointed on September 19, 2017.

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?

The item has been budgeted in the **Judiciary budget** -
General Fund. Dept # 111
Fund 1000 Division 11060 Account 50100

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X__ YES ___NO

PRIMARY DEPARTMENT: Municipal Court
SECONDARY DEPARTMENT: None

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

DEPARTMENT HEAD: Rina Harrell 8/9/21

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

Information copy to appropriate Deputy City Manager

RESOLUTION

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

That the following part-time Substitute Associate Municipal Judges be reappointed in accordance with the El Paso City Code Section 2.44.030 to serve four year terms expiring on August 16, 2025.

Re-Appointments Judges:

Victor Parra
Jorge Rivas
Cori Harbour-Valdez
Marina Soto-Chavez

Dated this 17th day of August, 2021.

CITY OF EL PASO:

_____
Oscar Leeser, Mayor

ATTEST:

_____
Laura Prine, City Clerk

APPROVED AS TO FORM:

Kristen L. Hamilton-Karam
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Lilia A. Worrell
Director for Municipal Court

21-1023-065 / 1099469 | KHK
Resolution | Associate Municipal Judges Reappointment

File #: 21-894, **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 Manager's Office, Tommy Gonzalez, (915) 212-1061

AGENDA LANGUAGE:

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

Ratify the re-appointment of Gary Borsch to the Fire and Police Pension Fund Board of Trustees by City Manager Tommy Gonzalez.

DATE: 8/05/2021

TO: City Clerk

FROM: City Manager Tommy Gonzalez

ADDRESS: 300 N. Campbell TELEPHONE (915) 212-1061

Please place the following item on the (Check one): CONSENT XXX REGULAR

Agenda for the Council Meeting of August 17, 2021

Item should read as follows: Ratify the re-appointment of Gary Borsch to the Fire and Police Pension Fund Board of Trustees by City Manager Tommy Gonzalez.

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: Fire and Police Pension Fund Board of Trustees

NOMINATED BY: City Manager, Tommy Gonzalez DISTRICT: All

NAME OF APPOINTEE Gary Borsch
(Please verify correct spelling of name)

E-MAIL ADDRESS:

BUSINESS ADDRESS:

CITY: El Paso ST: TX ZIP: PHONE:

HOME ADDRESS:

CITY: ST: ZIP: PHONE:

DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY? **YES:** **NO**
IF SO, PLEASE PROVIDE HIS OR HER NAME, CITY POSITION AND RELATIONSHIP TO THE PROPOSED APPOINTEE:
HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTES? IF SO, PLEASE PROVIDE NAMES AND DATES:
LIST ALL REAL ESTATE OWNED BY APPOINTEE IN EL PASO COUNTY (BY ADDRESS):

WHO WAS THE LAST PERSON TO HAVE HELD THIS POSITION BEFORE IT BECAME VACANT?
NAME OF INCUMBENT: Gary Borsch

EXPIRATION DATE OF INCUMBENT: 9/01/2021

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

DATE OF APPOINTMENT: 8/17/2021

TERM BEGINS ON : 9/02/2021

EXPIRATION DATE OF NEW APPOINTEE: 9/01/2025

PLEASE CHECK ONE OF THE FOLLOWING: 1st TERM:
2nd TERM: X
UNEXPIRED TERM:

Gary M. Borsch

CEO and Director of Trading & Marketing

Responsibilities: Mr. Borsch is responsible for institutional portfolio transaction management, business development, portfolio management and marketing.

Education: BA- English and History, Monmouth College 1968

Experience:

2009-Present	Professional Investment Counsel, Inc. CEO and Principal Owner
2005-2009	Professional Investment Counsel, Inc. President/CEO
1991-2005	Professional Investment Counsel, Inc. Principal Owner and Executive Vice President
1988-1991	Eppler, Guerin and Turner- El Paso Vice-President-Investments
1982-1988	Rotan Mosle, Inc.- El Paso Vice-President
1976-1982	Dean Witter Reynolds- El Paso/Tucson Registered Representative & Producing Broker
1974-1976	Lawyers Title of Arizona- Tucson Branch Manager
1971-1973	Procter & Gamble Field Advertising Representative
1968-1971	United States Army

Civic Activities:

2017-Chairman Greater El Paso Chamber of Commerce Foundation
2016-TEDxElPaso-Steering Committee/ Organizer
2016-Chair-Elect-Greater El Paso Chamber of Commerce Foundation
2015-Chairman-Greater El Paso Chamber of Commerce
2014-Chair Elect Greater El Paso Chamber of Commerce
2014-Present-Member EPISD Advisory Board
2013-Chairman's Outstanding Volunteer Award at Great El Paso Chamber of Commerce
2012-2013-Member EPISD Community Advisory Committee for selection of new EPISD Superintendent
2012-Member EPISD Governance Advisory Committee
2012-Present Executive Board- Greater El Paso Chamber of Commerce
2012-2013 Chairman- Greater El Paso Chamber of Commerce- Education Division
2007-Present Advisory Board Member, El Paso Museum of Art Foundation

2006-Present Board Member- Greater El Paso Chamber of Commerce Foundation
2006-2007 Chairman Greater El Paso Chamber of Commerce Foundation
2005-Present Regional Member of the Paso Del Norte Group
2001-2003 Chairman Upper Rio Grande Workforce Development Board
2001-2003 Texas Leadership Council of Texas Workforce Commission
1999-2003 Board Member, Upper Rio Grande Workforce Development Board
2001-2002 Chairman, National Center of Education and the Economy Project (El Paso, Washington D.C.)
2000 Chairman, Executive Committee Greater El Paso Chamber of Commerce Education Workforce Division
Board Member- Greater El Paso Chamber of Commerce
Foundation Executive Board Member- Greater El Paso Chamber of Commerce

Meraz, Silvia

From: Gonzalez, Tommy <TGonzalez@elpasotexas.gov>
Sent: Thursday, August 5, 2021 10:02 AM
To: Prine, Laura D <prineld@elpasotexas.gov>
Cc: Cruz-Acosta, Laura A. <Cruz-AcostaLA@elpasotexas.gov>; Jerome, Tracey B. <JeromeTB@elpasotexas.gov>
Subject: FW: Gary Borsch Appointment to El Paso Firemen & Policemen's Pension Fund

Laura P.

Please have this listed for re-appointment in the next council agenda please.

Thanks!

Tommy Gonzalez

From: Tyler Grossman <t.grossman@epfppf.org>
Sent: Thursday, August 5, 2021 9:02 AM
To: Gonzalez, Tommy <TGonzalez@elpasotexas.gov>
Cc: Monsivais, Rosemary C. <MonsivaisRC@elpasotexas.gov>; Gary Borsch <garyborsch@picep.net>; Tyler Grossman <t.grossman@epfppf.org>
Subject: Gary Borsch Appointment to El Paso Firemen & Policemen's Pension Fund

Mr. Gonzalez,

I hope all is well. I just wanted to reach out to you as a little reminder that one of the City Manager appointees term is up. The term expiration is September 1, 2021 so I wanted to give you a reminder.

Gary Borsch was appointed in November 2017 and his term ends September 1, 2021. Gary has been a great addition to the El Paso Firemen & Policemen's Pension Fund Board of Trustees. He has been an avid participant at the full Board and committee level meetings. The Fund and I would welcome his reappointment.

Gary is attached to this email in case you would like to speak with him.

Sincerely,
Tyler

Tyler C Grossman, MBA
Executive Director/CIO
El Paso Firemen & Policemen's Pension Fund
909 East San Antonio
El Paso, Texas 79901-2523
Phone: 915-771-8111
Cell: 915-494-3056
Fax: 915-779-6693
T.Grossman@EPFPPF.org
www.El PasoFireAndPolice.org

File #: 21-951, **Version:** 2

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

Gloria Viramontes to the Uptown Parking Benefit District Advisory Committee by Mayor Oscar Leeser.

DATE: August 10, 2021

TO: City Clerk

FROM: Mayor Oscar Leeser

ADDRESS: 300 N. Campbell, 2nd Floor TELEPHONE (915) 212-0021

Please place the following item on the (Check one): CONSENT X REGULAR

Agenda for the Council Meeting of August 17, 2021

Item should read as follows: Re-appointment of Gloria Viramontes to the Uptown Parking Benefit District Advisory Committee by Mayor Oscar Leeser

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: Uptown Parking Benefit District Advisory Committee

NOMINATED BY: Oscar Leeser DISTRICT: Mayor

NAME OF APPOINTEE Gloria Viramontes
(Please verify correct spelling of name)

E-MAIL ADDRESS: N/A

BUSINESS ADDRESS: N/A

CITY: N/A ST: TX ZIP: N/A PHONE: N/A

HOME ADDRESS: N/A

CITY: N/A ST: TX ZIP: N/A PHONE: N/A

DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY? **YES:** ___ **NO** x
IF SO, PLEASE PROVIDE HIS OR HER NAME, CITY POSITION AND RELATIONSHIP TO THE PROPOSED APPOINTEE:
HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTES? IF SO, PLEASE PROVIDE NAMES AND DATES: ___
LIST ALL REAL ESTATE OWNED BY APPOINTEE IN EL PASO COUNTY (BY ADDRESS):

WHO WAS THE LAST PERSON TO HAVE HELD THIS POSITION BEFORE IT BECAME VACANT?
NAME OF INCUMBENT: Gloria Viramontes

EXPIRATION DATE OF INCUMBENT: 11/13/2020

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED: x
RESIGNED ___
REMOVED ___

DATE OF APPOINTMENT: 8/17/2021

TERM BEGINS ON : 8/18/2021

EXPIRATION DATE OF NEW APPOINTEE: 11/13/2022

PLEASE CHECK ONE OF THE FOLLOWING: 1st TERM: ___

2nd TERM: x

UNEXPIRED TERM: ___

Gloria Viramontes

Gloria Viramontes is established in El Paso as a renowned business owner and community leader. She is the Co-Owner of Westend, now in operation as one of the Top 200 Salons in the nation for more than 30 years. She takes pride in the locally owned establishment that has not only been named "Best Salon in the City," multiple times, but is a working tool for Community Engagement whereby the business supports numerous non-profit organizations in their quest to make a difference for El Paso. Gloria Viramontes has been actively involved with the YWCA and has served as a Table Captain for the Annual Fundraising Luncheon for the last 25 years, and has worked as a member of the Planning Committee for the event for five years.
Ms. Viramontes was the Chair for the Junior League Christmas Fair in 2016, and has actively served the League for 16 years, four of which were in Board and Council capacities.She was an engaged parent at St. Clements Episcopal School and served as the Vice President of Development as well on the School's Executive Board for four years. She was the Chair of Development of the education organization, "Avance," and served on the El Paso Ballet Board for 4 years, with a focus on fund raising development. Gloria believes that working together makes communities great, and her love and passion for El Paso is seen in her work and her volunteer commitment to El Paso.

File #: 21-954, **Version:** 2

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

Cynthia Piña to the Uptown Parking Benefit District Advisory Committee by Mayor Oscar Leeser.

DATE: August 11, 2021

TO: City Clerk

FROM: Mayor Oscar Leeser

ADDRESS: 300 N. Campbell, 2nd Floor TELEPHONE (915) 212-0021

Please place the following item on the (Check one): CONSENT X REGULAR

Agenda for the Council Meeting of August 17, 2021

Item should read as follows: Re-appointment of Cynthia Piña to the Uptown Parking Benefit Advisory Committee by Mayor Oscar Leeser.

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: Uptown Parking Benefit Advisory Committee

NOMINATED BY: Oscar Leeser DISTRICT: Mayor

NAME OF APPOINTEE Cynthia Piña
(Please verify correct spelling of name)

E-MAIL ADDRESS: N/A

BUSINESS ADDRESS: N/A

CITY: N/A ST: TX ZIP: N/A PHONE:

HOME ADDRESS: N/A

CITY: N/A ST: TX ZIP: N/A PHONE: N/A

DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY? **YES:** ___ **NO** x
IF SO, PLEASE PROVIDE HIS OR HER NAME, CITY POSITION AND RELATIONSHIP TO THE PROPOSED APPOINTEE:
HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTES? IF SO, PLEASE PROVIDE NAMES AND DATES:
LIST ALL REAL ESTATE OWNED BY APPOINTEE IN EL PASO COUNTY (BY ADDRESS):

WHO WAS THE LAST PERSON TO HAVE HELD THIS POSITION BEFORE IT BECAME VACANT?
NAME OF INCUMBENT: Cynthia Piña

EXPIRATION DATE OF INCUMBENT: 11/13/2020

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED: x
RESIGNED
REMOVED

DATE OF APPOINTMENT: 8/17/2021

TERM BEGINS ON : 8/18/2021

EXPIRATION DATE OF NEW APPOINTEE: 11/13/2022

PLEASE CHECK ONE OF THE FOLLOWING: 1st TERM:

2nd TERM: x

UNEXPIRED TERM:

Cynthia Piña

EMPLOYMENT

El Paso Electric Company El Paso, TX April 2017-Present

Senior Specialist-Corporate Development

- Promote regional economic growth through execution of development projects involving short and long range objectives
- Identify and present risks, costs and benefits associated with projects and issues
- Develop senior management reports regarding the status of projects or initiatives
- Act as a Company liaison on applicable development projects

Capital Bank SSB El Paso, TX January 2013-March 2017

Assistant Vice President-Healthcare Industry

- Created and executed business plans to target specific Healthcare clients, exceeded 2016 annual sales goals by 119%. Lead account management and maintenance activities for the Healthcare portfolio, comprised of $40 Million in loans and $12 Million in deposits
- Supervised an internal team to conduct annual reviews based on Bank policy to ensure compliance with Dodd-Frank
- Prepared and presented client loan requests and financial analysis to Senior Management and Bank's Board Loan Committees
- Trained new analysts on underwriting principles and Bank policy procedures. Independently created custom workflow guides for new credit analysts to assist with credit underwriting
- Selected for Capital Bank Philanthropy Committee, an organization that evaluated and selected local organizations that support community initiatives

Credit Analyst January 2013-June 2014

- Analyzed customer financial documents and determined risk analysis to prepare commercial loans for weekly presentation to senior management
- Served as the Training coordinator for the Bank during a financial software conversion that included over 3,500 accounts
- Implemented and executed custom training programs for all Bank departments (retail, business development, compliance and operations)
- Created custom training manuals for each department to handle both internal and external client facing scenarios
- Acted as the lead liaison between the Bank and the software company to handle any system issues or questions
- Developed custom reports to track sales goals of business development team and presented to Senior Management weekly

FactSet Research Systems New York, NY February 2011-January 2013

Investment Banking Consultant

Awarded a Global Client Satisfaction Award for outstanding service, ranked highest against all consultants globally and voted on by clients

- Led on-site training for researchers, bankers, analysts and interns. Supported over 800 clients in Banking, Equity Research and Equity Sales Groups
- Created custom training programs for clients based on understanding of the financial industry, led training sessions of anywhere from 300 clients to 1:1 training
- Streamlined the research and analysis process for clients by creating custom models and templates
- Successfully enhanced existing client relationships by cross selling additional FactSet products

EDUCATION

Trinity University (2002-2006, San Antonio, TX)
BA Communications with a Minor: Business Management

SPECIAL INTERESTS

Member of the Board of Directors for Creative Kids, Inc.
Member of The Rio Grande Economics Association

File #: 21-952, **Version:** 2

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

Alyssa Cervantes Benavides to the Open Space Advisory Board by Representative Cassandra Hernandez, District 3.

DATE: 8.10.21

TO: City Clerk

FROM: City Representative Cassandra Hernandez

ADDRESS: 300 N. Campbell TELEPHONE 915.212.0003

Please place the following item on the (Check one): CONSENT X REGULAR

Agenda for the Council Meeting of 8.17.21

Item should read as follows: Reappointment of Alyssa Cervantes Benavides to the Open Space Advisory Board by Representative Cassandra Hernandez, District #3

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: Open Space Advisory Board

NOMINATED BY: City Representative Cassandra Hernandez DISTRICT: 3

NAME OF APPOINTEE Alyssa Cervantes Benavides
(Please verify correct spelling of name)

E-MAIL ADDRESS: N/A

BUSINESS ADDRESS: N/A

CITY: N/A ST: TX ZIP: N/A PHONE: N/A

HOME ADDRESS: N/A

CITY: N/A ST: TX ZIP: N/A PHONE: N/A

DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY? **YES:** ___ **NO** X
IF SO, PLEASE PROVIDE HIS OR HER NAME, CITY POSITION AND RELATIONSHIP TO THE PROPOSED APPOINTEE: N/A
HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTES? IF SO, PLEASE PROVIDE NAMES AND DATES: OPEN SPACE ADVISORY BOARD
LIST ALL REAL ESTATE OWNED BY APPOINTEE IN EL PASO COUNTY (BY ADDRESS):
N/A

WHO WAS THE LAST PERSON TO HAVE HELD THIS POSITION BEFORE IT BECAME VACANT?

NAME OF INCUMBENT: Alyssa Cervantes Benavides

EXPIRATION DATE OF INCUMBENT: 6.30.21

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

DATE OF APPOINTMENT: 8.17.21

TERM BEGINS ON : 8.17.21

EXPIRATION DATE OF NEW APPOINTEE: 6.30.25

PLEASE CHECK ONE OF THE FOLLOWING: 1st TERM: ___

2nd TERM: X

UNEXPIRED TERM: ___

Alyssa Cervantes Benavides

PROFESSIONAL EXPERIENCE

Associate Managing Director, December 2015-Present
Texas Tech University Health Sciences Center El Paso

Senior Director, Managed Care & Business Development, August 2013 – December 2015
Texas Tech University Health Sciences Center El Paso

Contracts Administrator: Infrastructure Projects, June 2011 – August 2013
El Paso Water Utilities, City of El Paso

Project Researcher and Writer, March 2011 – June 2011 (Grant-Funded, Contract Position)
388th Judicial District Court, State of Texas

City Council Liaison, January 2008- June 2009
City of Houston

Legal Case Manager May 2004 - October 2007
Wayne Wright Attorneys at Law

City Council Aide, October 2003 - April 2004
City of San Antonio, City Council Office District 10

Policy Analyst, January 2003 - June 2003
Mexican American Legislative Caucus Foundation, Texas House of Representatives

COMMUNITY INVOLVEMENT

Board Member, League of Women Voters ~ **Vice Chair,** City of El Paso Open Space Advisory Board ~ **Member,** School Health Advisory Council Ysleta Independent School District ~ **Mentor and Member,** Texas Tech University Education Graduate Student Organization ~ **Doctoral Intern,** Hispanic-Serving Institutions Grant Program at Texas Tech University Health Sciences Center El Paso School of Nursing ~ **STEM Education Program and Pathway Program Facilitator,** El Paso Community ~ **Member,** Association of Latino Professionals For America ~ **Member,** Leaders On Fast Track (LOFT) Institute ~ **Member,** American Association of Hispanics in Higher Education ~ **Member,** Texas Association of Chicanos in Higher Education ~ **Member**, Hispanic Women's Network of Texas ~ **Member,** Leadership Women ~ **Co-Founder, Mentor,** Education Ministry of El Paso ~ **Mentor**, El Paso Connect ~ **Campaign Consultant, Volunteer**, Various Political Campaigns throughout Texas

AWARDS & FELLOWSHIPS

- **2020-2021 Scholar:** LBJ Women's Campaign School, University of Texas at Austin
- **2019-2020 Fellow: Texas Education Policy Fellowship Program,** Texas Tech University
- **2016 Patient Satisfaction Award: Quality Committee Business Chair,** Wellcare Health
- **Recognized For Project Management of Quality-Based Improvement,** United Healthcare
- **78th Texas Legislature House Resolution 1349,** Accomplishments as MALC Leadership Program Fellow
- **Outstanding Ambassador of Goodwill,** Senator Rodney Ellis

EDUCATION

Doctorate of Philosophy in Education Leadership and Policy, May 2022 *Texas Tech University*

Master of Arts in Public Administration, May 2012 *University of Texas at El Paso*

Bachelor of Arts in Chicano Studies and Public Policy, August 2003 *University of Texas at Austin*

File #: 21-893, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

Christopher Villa to the Districting Commission by Representative Peter Svarzbein, District 1.

DATE: 08/05/2021

TO: City Clerk

FROM: Peter Svarzbein Representative of District 1

ADDRESS: 8001 N. Mesa E-118 TELEPHONE 915-205-1469

Please place the following item on the (Check one): CONSENT XXX REGULAR

Agenda for the Council Meeting of August 17, 2021

Item should read as follows: Appointment of Christopher Villa to the Districting Commission by Representative Peter Svarzbein, District 1

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: Districting Commission

NOMINATED BY: Representative Peter Svarzbein DISTRICT: 1

NAME OF APPOINTEE Christopher Villa
(Please verify correct spelling of name)

E-MAIL ADDRESS:

BUSINESS ADDRESS: N/A

CITY: N/A ST: N/A ZIP: N/A PHONE:

HOME ADDRESS:

CITY: ST: ZIP: PHONE:

DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY? **YES:** ____ **NO** X
IF SO, PLEASE PROVIDE HIS OR HER NAME, CITY POSITION AND RELATIONSHIP TO THE PROPOSED APPOINTEE: NONE
HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTES? IF SO, PLEASE PROVIDE NAMES AND DATES: _ZBA FROM 2016-2021. RESIGNED FROM ZBA AUGUST 2021
LIST ALL REAL ESTATE OWNED BY APPOINTEE IN EL PASO COUNTY (BY ADDRESS):

WHO WAS THE LAST PERSON TO HAVE HELD THIS POSITION BEFORE IT BECAME VACANT?
NAME OF INCUMBENT: Vacant

EXPIRATION DATE OF INCUMBENT: N/A

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED: ____
RESIGNED ____
REMOVED ____

DATE OF APPOINTMENT: 08/17/2021

TERM BEGINS ON : 08/17/2021

EXPIRATION DATE OF NEW APPOINTEE: 12/31/9999

PLEASE CHECK ONE OF THE FOLLOWING: 1st TERM: X

2nd TERM: ____

UNEXPIRED TERM: ____

CHRISTOPHER CARLOS VILLA

EDUCATION

University of Texas at El Paso,
2007

Master of Business Administration
Master of Public Administration

University of Texas at El Paso, 1998
Bachelor of Science in Civil Engineering

MEMBERSHIPS

Texas Evaluation Network
2021–Present
New Mexico Evaluators
2018–Present
Zoning Board of Adjustment, City of El Paso, Board Member
2016–Present
West Texas Economic Development District, Committee Member
2009–Present
American Evaluation Association, Member
April 2007–Present
Community Scholars, Inc., Board Member
2011–2012
Pi Alpha Alpha Honor Society, Member
May 2007

AWARDS

Outstanding Alumnus Award, MPA Program
May 2016
Outstanding MPA Research Award
May 2007
Community Development Work Study Program
August 2004–May 2006
Engineer in Training (EIT)
April 1998
Dwight D. Eisenhower Fellowship
September 1997–May 1998

PUBLICATIONS

Shuster, M., Glazewski, K., and **Villa**, C. 2020. "Design, Development, and Evaluation of a Teacher Workshop Enhanced with DNA Instructional Cases to Impact Content Knowledge and Confidence." *Interdiscip J Probl Based Learn* 14(1): 28724.

PRESENTATIONS

"Program Evaluation from Start to Finish: An Example." Invited Speaker. Program and Policy Evaluation in Education (EDLPS 568). University of Washington. March 1, 2021.

EXPERIENCE

SOLE PROPRIETOR
Helix Solutions, El Paso, Texas (www.helixeval.com) *2007–Present*
As a founding member, responsible for creating evaluation protocols, developing survey instruments, developing data collection strategies, analyzing qualitative and quantitative data, and creating final reports for clients. Other responsibilities include tasks such as the developing proposals, estimating project budgets, creating advanced graphics, and the company's accounting. It is the mission of Helix Solutions to help improve the decision-making process by providing objective and strategic planning solutions for their evaluation needs.

RESEARCH ASSISTANT
University of Texas at El Paso, El Paso, TX *2006–2007*
Assist university professors at the Institute of Policy and Economic Development in the completion of several projects. These projects include focus group meetings with the residents of Fort Hancock, Texas and United Way-CHICO Partnership. Responsible for the assistance with the direction of the meetings, collection of the raw data, graphic design of the reports, and technical writing.

INTERN
Community Development Work Study Program, El Paso, TX *2004–2006*
The award provides tuition, books, supplies, and a stipend. The fellowship requires a series of internships at local community development or economic development organizations. The internships include the City of El Paso Planning Department, the El Paso Museum of Art, and the Institute of Policy and Economic Development at the University of Texas at El Paso. Responsible for updating the El Paso Bike Plan at the Planning Department; applying and creating grant proposals for the Museum; and teaching assistant for the MPA program's capstone course.

ASSISTANT GRANT WRITER
Creative Kids, Inc., El Paso, TX *2004–2006*
Assist the Director of Creative Kids with the preparation of grant proposals and reports to private foundations and government funding sources for the art and technology programs as well as a brick and mortar project. The City of El Paso awarded the Community Development Block Grant in 2005 for the new building project housing the Creative Kids administration, art studios, and galleries, which opened in 2007.

PASSENGER SEAT ENGINEER
The Boeing Company, Seattle, WA *2000–2003*
Responsible for: the installation and certification of supplier designed seats on the 737/757/777 model airplanes; meeting directly with the airline customers and domestic/international seat suppliers to establish design and interface requirements; review and approve supplier technical data and hardware for compliance with FAA; and the customer and Boeing specifications. Prepared engineering drawings defining both passenger seat arrangement and system installations as well as work with certification specialists to ensure proper certification and test documentation prior to aircraft delivery. Position required international travel to Asia, Europe, Great Britain, and Mid-Atlantic Ridge.

PLACARD ENGINEER
The Boeing Company, Seattle, WA *1998–2000*
Responsible for the design, integration, installation and certification of the Main Cabin Interior placards on the 737/757 airplane models. Coordinated interface requirements between Placard group and other Boeing design groups. Developed and implemented methods to achieve cost/schedule reductions and performance enhancements.

Revision Date: March 9, 2021

File #: 21-901, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

Martin W. Bartlett to the Districting Commission by Representative Alexsandra Annello, District 2.

DATE: 08/06/2021

TO: City Clerk

FROM: City Representative Alexsandra Annello

ADDRESS: 300 N. Campbell TELEPHONE 915-212-0002

Please place the following item on the (Check one): CONSENT XXX REGULAR

Agenda for the Council Meeting of August 17, 2021

Item should read as follows: Appointment of Martin W. Bartlett to the Districting Commission by City Representative Alexsandra Annello, District 2.

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: Districting Commission

NOMINATED BY: City Representative Alexsandra Annello DISTRICT: Two

NAME OF APPOINTEE Martin W. Bartlett
(Please verify correct spelling of name)

E-MAIL ADDRESS:

BUSINESS ADDRESS:

CITY: ST: ZIP: PHONE:

HOME ADDRESS:

CITY: ST: ZIP: PHONE:

DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY? YES: NO X

IF SO, PLEASE PROVIDE HIS OR HER NAME, CITY POSITION AND RELATIONSHIP TO THE PROPOSED APPOINTEE:

LIST ALL REAL ESTATE OWNED BY APPOINTEE IN EL PASO COUNTY (BY ADDRESS):

HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTEES? IF SO, PLEASE PROVIDE NAMES AND DATES:

GREATER EL PASO CIVIC, CONVENTION AND TOURISM ADVISORY BOARD 2016-2018

WHO WAS THE LAST PERSON TO HAVE HELD THIS POSITION BEFORE IT BECAME VACANT?

NAME OF INCUMBENT: Vacant

EXPIRATION DATE OF INCUMBENT: N/A

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

DATE OF APPOINTMENT: 08/17/21

TERM BEGINS ON : 09/01/21

EXPIRATION DATE OF NEW APPOINTEE: 12/21/9999

PLEASE CHECK ONE OF THE FOLLOWING: 1st TERM: X

2nd TERM:

UNEXPIRED TERM:

Martin W. Bartlett

EDUCATION

2020-Present

University of Florida, Department of Civil and Coastal Engineering.
Transportation Operations and Planning Certificate Program.
Graduate level program including course work in highway engineering, traffic flow modeling, level of service analysis, traffic simulation and transportation policy planning.

2001-2005

University of Mississippi, School of Journalism and New Media.
Bachelor of Arts Degree.
Undergraduate degree in journalism with emphases in broadcast journalism and public relations. Minor in political science.

PROFESSIONAL EXPERIENCE

January 2016 to Present

Barracuda Public Relations
Lead bilingual construction or design phase public involvement actives including public meetings, newsletters, notification via U.S. Mail and/or door-to-door, social media, Website and social media, on high profile infrastructure projects and for non-profit clients.

April 2013 to December 2015

City of El Paso
Lead bilingual construction or design phase public involvement actives including public meetings, newsletters, notification via U.S. Mail and/or door-to-door, social media, Website and social media, on following projects including 2012 Quality of Life Bond Program, Country Club Road reconstruction and Montwood Drive Reconstruction.

June 2011 to April 2013

El Paso Water

- Execute public relations and social media strategy regarding infrastructure investment, drought, and water conservation.

October 2009 to June 2011

KVUE-TV, Austin, Texas

- Cover 82nd Session of the Texas Legislature and 2010 gubernatorial campaigns for statewide network of television stations.

June 2005 to October 2009

KVIA-TV, El Paso, Texas

- Produce original, investigative, and enterprise stories with special focus on topics including transportation infrastructure, public corruption, and local government for broadcast and Web platforms.

File #: 21-949, **Version:** 2

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

Bob Burns to the Districting Commission by Mayor Oscar Leeser.

DATE: August 10, 2021

TO: City Clerk

FROM: Mayor Oscar Leeser

ADDRESS: 300 N. Campbell, 2nd Floor TELEPHONE (915) 212-0021

Please place the following item on the (Check one): CONSENT X REGULAR

Agenda for the Council Meeting of August 17, 2021

Item should read as follows: Appointment of Bob Burns to the Districting Commission by Mayor Oscar Leeser

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: Districting Commission

NOMINATED BY: Oscar Leeser DISTRICT: Mayor

NAME OF APPOINTEE Bob Burns
(Please verify correct spelling of name)

E-MAIL ADDRESS: N/A

BUSINESS ADDRESS:

CITY: ST: TX ZIP: PHONE:

HOME ADDRESS: N/A

CITY: N/A ST: TX ZIP: N/A PHONE: N/A

DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY? **YES:** **NO** x
IF SO, PLEASE PROVIDE HIS OR HER NAME, CITY POSITION AND RELATIONSHIP TO THE PROPOSED APPOINTEE:
HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTES? IF SO, PLEASE PROVIDE NAMES AND DATES:
LIST ALL REAL ESTATE OWNED BY APPOINTEE IN EL PASO COUNTY (BY ADDRESS):

WHO WAS THE LAST PERSON TO HAVE HELD THIS POSITION BEFORE IT BECAME VACANT?
NAME OF INCUMBENT: n/a

EXPIRATION DATE OF INCUMBENT: n/a

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

DATE OF APPOINTMENT: 8/17/2021

TERM BEGINS ON : 9/1/2021

EXPIRATION DATE OF NEW APPOINTEE: 12/31/9999

PLEASE CHECK ONE OF THE FOLLOWING: 1st TERM: x

2nd TERM:

UNEXPIRED TERM:

BIOGRAPHY
Bob Burns

Bob Burns is a retired U.S. Army Colonel and Department of the Army Civilian (GS-15). Bob served as the Fort Bliss Garrison Commander, where he led the planning, synchronization, and execution of the Army's largest Base Realignment and Closure (BRAC) expansion with the El Paso community. During the 15 years that he served as a senior military and civilian leader on Fort Bliss his responsibilities included providing leadership of the installation staff, leading the 1st Armored Division Mission Support Element, and the senior management of quality of life infrastructure, facilities, and programs that serve soldiers, veterans, and their families.

With over 35 years of combined military and civilian experience, Mr. Burns has demonstrated extensive knowledge and experience in a variety of critical leadership roles as a Commander and Staff principal. Bob's leadership roles include deploying from Fort Bliss, and serving the forward deployed Commander of the 1st Battalion (PATRIOT), 7th ADA during the terrorist attacks of September 11, 2001, and the onset of Operation Enduring Freedom. His staff experience includes Pentagon tours on the Joint Staff, Directorate of Strategic Plans and Policy (J5), and the Army Staff as the Executive Officer of the Directorate of Personnel Transformation (G1), as well as serving as the Director of Training, Doctrine, and Leader Development of the U.S. Army Air Defense School at Fort Bliss. After retiring from the Army in 2008, Mr. Burns briefly served as Vice President, Business Development with the El Paso Regional Economic Development Corporation (REDCo), where he was responsible for the recruitment of Defense and Homeland Security Industry to the El Paso region.

Bob is originally from Florida and attended the University of Florida earning an Army ROTC scholarship. He graduated in 1984 with a Bachelor of Arts in Political Science, and was commissioned a Second Lieutenant of Air Defense Artillery. He also holds a Master of Science in Administration from Central Michigan University, and a Master of Strategic Studies from the United States Army War College.

Mr. Burns is a current member of the Veterans of Foreign Wars (VFW) and American Legion. He is an active member of the Association of the United States Army (AUSA) and was recognized by the General Omar Bradley Chapter with the 2017 Jack Costello Outstanding Citizen Award for his service to the El Paso community. He served as a USO Advisory Board Representative, and contributed to efforts that brought multiple USO centers to El Paso and Fort Bliss. He also serves on the El Paso Independent School District bond advisory and oversight committees to ensure proper management of funds for 2016 bond projects.

Among his numerous military awards and decorations Mr. Burns is a recipient of the Army Distinguished Service Medal. His civilian honors include the Distinguished Civilian Service Medal.

Bob has been married to Linda Burns for 35 years. They have 3 adult children and 3 grandchildren that all live in El Paso, Texas.

File #: 21-953, **Version:** 2

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

Isabel Carrillo to the Districting Commission by Representative Cassandra Hernandez, District 3.

DATE: 8/09/2021

TO: City Clerk

FROM: City Representative Cassandra Hernandez

ADDRESS: 300 N. Campbell TELEPHONE 915-212-0003

Please place the following item on the (Check one): CONSENT X REGULAR

Agenda for the Council Meeting of August 17th 2021

Item should read as follows: Appointment of to the Isabel Carrillo to the Districting Commission by City Representative Cassandra Hernandez.

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: Districting Commission

NOMINATED BY: City Representative Cassandra Hernandez DISTRICT: 3

NAME OF APPOINTEE Isabel Carrillo
(Please verify correct spelling of name)

E-MAIL ADDRESS: N/A

BUSINESS ADDRESS:

CITY: ST: ZIP: PHONE:

HOME ADDRESS: N/A

CITY: N/A ST: TX ZIP: N/A PHONE: N/A

DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY? YES: NO x

IF SO, PLEASE PROVIDE HIS OR HER NAME, CITY POSITION AND RELATIONSHIP TO THE PROPOSED APPOINTEE:
HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTEES? IF SO, PLEASE PROVIDE NAMES AND DATES: N/A
LIST ALL REAL ESTATE OWNED BY APPOINTEE IN EL PASO COUNTY (BY ADDRESS): N/A

WHO WAS THE LAST PERSON TO HAVE HELD THIS POSITION BEFORE IT BECAME VACANT?
NAME OF INCUMBENT: N/A

EXPIRATION DATE OF INCUMBENT: N/A

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

DATE OF APPOINTMENT: 08/17/2021

TERM BEGINS ON : 09/01/2021

EXPIRATION DATE OF NEW APPOINTEE: 12/31/9999

PLEASE CHECK ONE OF THE FOLLOWING: 1st TERM: X

2nd TERM:

UNEXPIRED TERM:

ISABEL **CARRILLO**

A people focused former government employee who retired in 2018 after 30 years of service. I seek to use my professional experiences and expertise and personal passions to serve my community in appreciation for all that I have been given.

EXPERIENCE

AUGUST 1988 – DECEMBER 2021

SUPERVISOR, U.S. PROBATION OFFICE, EL PASO DIVISION

Supervised probation officers and last served six U.S. District Judges, and four U.S. Magistrate Judges. Well versed in hiring, training, and evaluating personnel, and quality control of the work product and programs. Developed and participated in numerous divisional, district and national committees, training programs, and conferences.

AUGUST 1984 – JULY 1988

PROBATION OFFICER, WEST TEXAS COMMUNITY ADULT PROBATION DEPT.

Supervised a large caseload of adult probationers (averaged +200) to ensure the offenders complied with their court ordered supervision conditions. Handled both misdemeanor and felony offenders.

EDUCATION

MAY 1984

BACHELOR OF SCIENCE IN CRIMINAL JUSTICE, UT EL PASO

SKILLS

- Organized
- Writing Proficiency
- Highly Motivated
- Well spoken
- Team collaboration
- Bi-lingual

ACTIVITIES

Worked the 2020 U.S. Census conducting door to door interviews. Volunteered as an AARP tax aide (tax preparer) for the last three years. Regularly use El Paso's recreation centers, bike paths and hiking trails as a pickle ball player, cyclist and hiker. Mentoring with Loretto's Academy Challenge Program and committed to 6 years with the program.

File #: 21-957, **Version:** 2

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

Michiel R. Noe to the Districting Commission by Representative Isabel Salcido, District 5.

DATE: August 11, 2021

TO: City Clerk

FROM: City Representative Isabel Salcido

ADDRESS: 300 N. Campbell TELEPHONE 915-212-0005

Please place the following item on the (Check one): CONSENT XX REGULAR

Agenda for the Council Meeting of August 17, 2021

Item should read as follows: Appointment of Dr. Michiel R. Noe to the Districting Commission

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: Districting Commission

NOMINATED BY: Isabel Salcido DISTRICT: 5

NAME OF APPOINTEE Dr. Michiel R. Noe
(Please verify correct spelling of name)

E-MAIL ADDRESS: N/A

BUSINESS ADDRESS: N/A

CITY: N/A ST: TX ZIP: N/A PHONE: N/A

HOME ADDRESS: N/A

CITY: N/A ST: TX ZIP: N/A PHONE:

DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY? **YES:** ____ **NO** X
IF SO, PLEASE PROVIDE HIS OR HER NAME, CITY POSITION AND RELATIONSHIP TO THE PROPOSED APPOINTEE: N/A
HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTES? IF SO, PLEASE PROVIDE NAMES AND DATES: City Council (2011-2019); Non-Uniformed City Employees Pension Board (07/19/2011 – 06/22/2017); Animal Shelter Advisory Committee (07/21/2015 – 06/26/2017)
LIST ALL REAL ESTATE OWNED BY APPOINTEE IN EL PASO COUNTY (BY ADDRESS):
N/A

WHO WAS THE LAST PERSON TO HAVE HELD THIS POSITION BEFORE IT BECAME VACANT?
NAME OF INCUMBENT: Vacant

EXPIRATION DATE OF INCUMBENT: N/A

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): TERM EXPIRED: ____
RESIGNED ____
REMOVED ____

DATE OF APPOINTMENT: 08/17/2021

TERM BEGINS ON : 04/27/2021

EXPIRATION DATE OF NEW APPOINTEE: 12/31/9999

PLEASE CHECK ONE OF THE FOLLOWING: 1st TERM: XX

2nd TERM: ____

UNEXPIRED TERM: ____

Michiel R. Noe, M.D., F.A.C.O.G.
Diplomat American Board of Obstetrics and Gynecology

EDUCATION:

Texas Tech University Health Sciences Center
School of Medicine, Lubbock, Texas
Doctor of Medicine, May 1993

Angelo State University, San Angelo, Texas
Bachelor of Science, Biology / PreMed, May 1989

- Beta Beta Beta National Biological Honor Society
- Winner of the Frank G. Brooks Award
- Student Senator

RESIDENCY:

Texas Tech University Health Sciences Center at El Paso, Texas
Department of Obstetrics and Gynecology, 1993 to 1997

- Best Resident Research
- Special Excellence in Endoscopic Procedures

BOARD CERTIFICATION:

American Board of Obstetrics and Gynecology
#962002

EMPLOYMENT:

President, Michiel R. Noe, M.D., P.A.
Dba Sun City Women's Health Care
Private Group Practice, OB/GYN
May 1, 2001 to Present

City of El Paso, Texas
Representative, District 5
June 27, 2011 to 2019

Texas Tech University Health Sciences Center at El Paso, Texas
Department of Obstetrics and Gynecology
Clinical Instructor, July 1997 to April 2001

HOSPITAL AFFILIATIONS:

The Hospital of Providence East Campus, Active Staff

- Medical Executive Committee May 2008 to May 2009
- Chief of Staff, May 2009 to May 2010
- Governing Board of Trustees, January 2011 to 2014
- Vice-Chief of Staff, May 2012 to May 2013
- Governing Board of Trustees, January 2014 to 2017

Del Sol Medical Center, Active Staff

- Chief of Department of Obstetrics and Gynecology 2004 and 2005
- Vice Chief of Department of Obstetrics and Gynecology 2003

LICENSURE:

Texas Medical License
Drug Enforcement Administration
Department of Public Safety

PROFESSIONAL ORGANIZATIONS:

American College of Obstetricians and Gynecologists
American Board of Obstetrics and Gynecology
Texas Association of Obstetricians and Gynecologists
American Medical Association
Texas Medical Association
El Paso County Medical Society

CIVIC:

City Council Representative District 5 City of El Paso 2011-2019
Rotary Club of El Paso
Past President of the Montwood Community Alliance-2009
A Neighborhood Association
Past Board Member Project Bravo
Past Board Member Non-Uniformed City Employees Pension
Vice Chair Section One, District XI ACOG - 2010 - 2013
Past Vice Chair Section One, District XI ACOG - 2014-2016
Graduate of the Neighborhood Leadership Academy March 2010

File #: 21-959, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

Joshua Fematt to the Districting Commission by Representative Claudia L. Rodriguez, District 6.

DATE: 08/17/2021

TO: City Clerk

FROM: City Representative Claudia L. Rodriguez, District 6

ADDRESS: 300 N. Campbell TELEPHONE (915) 212-0006

Please place the following item on the (Check one): CONSENT XXX REGULAR

Agenda for the Council Meeting of August 17, 2021

Item should read as follows: Appointment of Joshua Fematt to the Districting Commission by City Representative Claudia L. Rodriguez, District 6

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: Districting Commission

NOMINATED BY: City Representative Claudia L. Rodriguez DISTRICT: 6

NAME OF APPOINTEE Joshua Fematt
(Please verify correct spelling of name)

E-MAIL ADDRESS: N/A

BUSINESS ADDRESS:

CITY: ST: ZIP: PHONE:

HOME ADDRESS: N/A

CITY: N/A ST: Tx ZIP: N/A PHONE: N/A

DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY? **YES:** **NO** X
IF SO, PLEASE PROVIDE HIS OR HER NAME, CITY POSITION AND RELATIONSHIP TO THE PROPOSED APPOINTEE:
HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTES? IF SO, PLEASE PROVIDE NAMES AND DATES:
LIST ALL REAL ESTATE OWNED BY APPOINTEE IN EL PASO COUNTY (BY ADDRESS): N/A

WHO WAS THE LAST PERSON TO HAVE HELD THIS POSITION BEFORE IT BECAME VACANT?
NAME OF INCUMBENT: VACANT

EXPIRATION DATE OF INCUMBENT: VACANT

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

DATE OF APPOINTMENT: 08/17/2021

TERM BEGINS ON : 08/17/2021

EXPIRATION DATE OF NEW APPOINTEE: 12/31/9999

PLEASE CHECK ONE OF THE FOLLOWING: 1st TERM: X

2nd TERM:

UNEXPIRED TERM:

JOSHUA FEMATT

EXPERIENCE

INTERNATIONAL EAGLE ENTERPRISES, INC.

Project Superintendent, 2013-Present
In charge of managing multiple projects while ensuring all work remains on schedule. Manage work crews of up to 50 people and devise strategies to remain on budget and assure project profitability.

C & C ROAD CONSTRUCTION, El Paso, Texas

Project Superintendent, July 2010-2013
In charge of managing multiple projects while ensuring all work remains on schedule. Manage work crews of up to 50 people and devise strategies to remain on budget and make project profitable.

Foreman, June 2009-June 2010
In charge of overseeing paving operations, building small structures, installing storm drainage, operating heavy machinery such as loader, excavator, backhoe and skid steer.

Concrete Finisher, December 2009-May 2009
Involved in concrete paving crew, handled straight edge, channel flow, and learned how to operate paving train.

Common Labor, May 2008-November2008
Gained experience in construction industry by helping frame, shovel concrete, setting form work, tying steel and any labor required.

Key Accomplishments:

Senior Pastor at Creacion Divina
2012- Present

Supervised and carried out the following projects from inception to successfulcompletion:

CID – DAVIS BRIDGE $481,418.50
TXDOT – ORLA FM 3541 $11,896,484.90
TXDOT - Vinton - Interstate 10 - $8,086,692
CRRMA -- Old Hueco Tanks Road - $7,595,301.22
TXDOT -- Loop 289 Widen Freeway to 6 Main Land and New Overpass, IHl0, Main Lanes, Darrington Road, Spur 601
GSA -- Tornillo Land Port of Entry

CORRAL ENTERPRISES, El Paso, Texas

Sales Representative, January 2008-April 2008
Responsible for selling and distributing products and services to clientele, as well as uploading and converting files to online database.

EDUCATION

BACHELOR OF MULTIDISCIPLINARY STUDIES IN CRIMINALJUSTICE. 2009
University of Texas at El Paso, El Paso. Texas

COMPUTER SKILLS

Software: Microsoft Word, Excel, Microsoft Project, PowerPoint, Photoshop, Hardware: Macintosh, PC, scanners, fax machines, copy machines

REFERENCES

References and letters of recommendation are available upon request.

File #: 21-955, **Version:** 2

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

Michael Devine to the Community Development Steering Committee by Representative Joe Molinar, District 4.

DATE: 8/11/2021

TO: City Clerk

FROM: City Representative Joe Molinar

ADDRESS: 300 N. Campbell TELEPHONE 915-212-0004

Please place the following item on the (Check one): CONSENT XXX REGULAR

Agenda for the Council Meeting of August 17, 2021

Item should read as follows: Appointment of Michael Devine to the Community Development Steering Committee by City Representative Joe Molinar, District 4, as a regular appointment.

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: Community Development Steering Committee

NOMINATED BY: City Representative Joe Molinar DISTRICT: Four

NAME OF APPOINTEE Michael Devine
(Please verify correct spelling of name)

E-MAIL ADDRESS: N/A

BUSINESS ADDRESS:

CITY: ST: ZIP: PHONE:

HOME ADDRESS: N/A

CITY: N/A ST: TX ZIP: N/A PHONE: N/A

DOES THE PROPOSED APPOINTEE HAVE A RELATIVE WORKING FOR THE CITY? YES: NO X

IF SO, PLEASE PROVIDE HIS OR HER NAME, CITY POSITION AND RELATIONSHIP TO THE PROPOSED APPOINTEE: N/A

LIST ALL REAL ESTATE OWNED BY APPOINTEE IN EL PASO COUNTY (BY ADDRESS): N/A

HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTEES? IF SO, PLEASE PROVIDE NAMES AND DATES: 2017 – 2018 Civil Service Committee for District 4

WHO WAS THE LAST PERSON TO HAVE HELD THIS POSITION BEFORE IT BECAME VACANT?

NAME OF INCUMBENT: Deidra Pratt

EXPIRATION DATE OF INCUMBENT: 6/9/2020

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

DATE OF APPOINTMENT: 08/17/2021

TERM BEGINS ON : 08/17/2021

EXPIRATION DATE OF NEW APPOINTEE: 06/14/2022

PLEASE CHECK ONE OF THE FOLLOWING: 1st TERM: x

2nd TERM:

UNEXPIRED TERM:

MICHAEL DEVINE

EDUCATION

1991 - 1993
ENDORSEMENT CERTIFICATE, University of Texas at El Paso, El Paso, Texas

- Educational Diagnostician
- Texas Teaching Certificate, K-12

1985 - 1987
MASTERS OF EDUCATION, University of Portland, Portland, Oregon

- Special Education
- Reading Endorsement

1973 – 1976
MASTERS OF EDUCATION, St. Charles Borromeo Seminary, Wynnewood, Pennsylvania

- Religious studies

1967 - 1970
PARKS AND RECREATION, Temple University, Philadelphia, Pennsylvania

- Philadelphia, Pennsylvania
- Course on the many parks and laws for city parks in Philadelphia.

1961 - 1965
BACHELOR OF ARTS, St. Joseph's University, Philadelphia, Pennsylvania

- Major: History
- Minor: Spanish Language

1957 - 1961
HIGH SCHOOL DIPLOMA, Father Judge High School, Philadelphia, Pennsylvania

WORK EXPERIENCE

1997 – 1998
RESOLUTION ARBITRATION, County of El Paso, El Paso, Texas

- Commissioner appointed.

1993 – 2016
EDUCATION DIAGNOSTICIAN, El Paso Independent School District, El Paso, Texas

- Special Education Department; testing for learning disabilities.
- Lifetime certified.

1988 – 2016
SPECIAL EDUCATION, El Paso Independent School District, El Paso, Texas

- Andress High School – Special Education, emotionally disturbed students
- Wiggs Middle School – Reading Teacher with Special Education
- Coronado High School – Reading and Language Arts Teacher

1976 – 1985
FAB TRAINER IN SEMI-CONDUCTORS, Intel Corporation, Aloha, Oregon.

- Trained incoming employees on the Semi-Conductor process.

1977 – 1978
POLICE TRAFFIC ACCIDENT INVESTIGATOR, City of Hillsborough, Hillsborough, Oregon

- Certified by State of Oregon.

1975 – 1976
SECURITY GUARD, Philadelphia Mental Health Center, Philadelphia, Pennsylvania

- Suicide watch officer.

1971 – 1976
TEACHER, Cardinal Dougherty High School, Philadelphia, Pennsylvania

- World Culture Class

1967 – 1976
TEACHER, Archdiocese of Philadelphia, Philadelphia, Pennsylvania

- Recreation Leader: City of Philadelphia, 3 years.
- History Teacher: Archdiocese of Philadelphia, 3 years.
- History Teacher: Cardinal Dougherty High School, Philadelphia, Pennsylvania, 6 years

1965 – 1967
VOLUNTEERS IN SERVICE TO AMERICA (VISTA), Willamette Valley, Oregon

- War on Poverty initiative.
- Migrant Farm Workers consultant.

VOLUNTEER AND COMMUNITY SERVICE

2017 – 2018
City of El Paso
Civil Service Committee for District 4

- Appointed by former Representative Carl Robinson.

2017 – 2018
County of El Paso
Housing Authority at Fabens, Texas

- Appointed by Commissioner Andrew Haggerty, El Paso

1997 – 1998
County of El Paso

- Dispute Resolution with County Commissioner Court

1967 – 1970
City of Philadelphia

- Recreation Leader

AWARDS AND HONORS

PERFECT ATTENDANCE CERTIFICATE, El Paso Independent School District

- 1988 - 2015

File #: 21-948, **Version:** 2

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 5
Members of the City Council, Representative Isabel Salcido, (915) 212-0005

AGENDA LANGUAGE:

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

For Notation Purposes: Accept the donation of $2000.00 from Quintin Demps to cover costs related to the Paint to Heal event to be hosted by Representative Isabel Salcido to promote community healing from the mass shooting on August 3, 2019 and from the loss of life during the COVID-19 pandemic.

File #: 21-956, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

For notation pursuant to Section 2.92.110 of the City Code, receipt of campaign contribution of five hundred dollars or greater by Representative Cissy Lizarraga in the amount of $1,000.00 from Steve Ortega.

File #: 21-958, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

Discussion and action to direct the City Attorney to present and discuss the Firearm Carry Act of 2021 - House Bill No. 1927.

CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM

DEPARTMENT: MAYOR AND COUNCIL

AGENDA DATE: August 17, 2021

CONTACT PERSON NAME AND PHONE NUMBER: City Representative Joe Molinar, 212-0004

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: (Goal 2 – Set the Standard for a Safe and Secure City)

SUBJECT:

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

Discussion and action to direct the City Attorney to present and discuss the Firearm Carry Act of 2021 - House Bill No. 1927.

BACKGROUND / DISCUSSION:

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

The purpose of this item is for the City Attorney to inform the public of the new act coming into effect on September 1, 2021. The presentation will cover key points to this new law affecting the public. Moreover, it will cover the key points related to City of El Paso policy (employees, elected officials, signage, etc.) on the carrying of personal firearms. Ultimately, this information will benefit the constituents of El Paso being aware of this new act.

PRIOR COUNCIL ACTION:

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

AMOUNT AND SOURCE OF FUNDING:

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

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

File #: 21-946, **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
Police, Assistance Chief Zina Silva, (915) 212-4306

AGENDA LANGUAGE:
This is the language that will be posted to the agenda. Please use ARIAL 11 Font.
An Ordinance Amending Title 10.12.020 - Firearms - Carrying Prohibited.

Texas House Bill 1927 authorizes most Texans over the age of 21 to carry a firearm in a concealed manner or openly in a holster and also modifies the ability of municipalities to restrict firearms in certain areas. City Council wishes to modify Chapter 10.12 Offenses against Public Peace, Section 10.12.020 - Firearms-Carrying prohibited to align with Texas House Bill 1927.

ORDINANCE NO. _ _ _ _ _ _

AN ORDINANCE AMENDING TITLE 10 (PUBLIC PEACE, MORALS AND WELFARE), CHAPTER 10.12 (OFFENSES AGAINST PUBLIC PEACE), 10.12.020 FIREARMS-CARRYING PROHIBITED, TO PROVIDE UPDATES AND CORRECTIONS AS TO THE CARRYING OF FIREARMS AT CERTAIN AREAS, THE PENALTY BEING AS PROVIDED IN CHAPTER 1.08 GENERAL PENALTY.

WHEREAS, Texas House Bill 1927 authorizes most Texans over the age of 21 to carry a firearm in a concealed manner or openly in a holster;

WHEREAS, Texas House Bill 1927 modifies the ability of municipalities to restrict firearms in certain areas;

WHEREAS, Section 10.12.020 - Firearms-Carrying prohibited discusses specific areas where firearms are prohibited; and

WHEREAS, the El Paso City Council wishes to modify Chapter 10.12 Offenses Against Public Peace, Section 10.12.020 - Firearms-Carrying prohibited to align with Texas House Bill 1927.

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

1. Title 10 (Public Peace, Morals and Welfare), Chapter 10.12 (Offenses Against the Public Peace), 10.12.020 (Firearms - Carrying prohibited) is amended to read as follows:

10.12.020 - Firearms-Carrying prohibited.

A. As used in this section, the following words shall have the meanings ascribed herein:

1. "Firearm" means any device designed, made or adapted to expel a projectile through a barrel by using the energy generated by an explosive or burning substance or any device readily convertible to that use.

2. "Handgun" has the meaning assigned by Section 46.01, Penal Code.

3. "Concealed hand$_{gu}$n" means a hand$_{gu}$n, the presence of which is not openly discernible to the ordinary observation of a reasonable person.

4. "Public meeting of the city" means all meetings, notice of which has been posted pursuant to the Open Meetings Law or city policy, and any other meeting of the mayor or city council or its individual members to which members of the public have been invited to attend.

B. It is unlawful for a person, to carry a firearm at a:

1. Public park, except as otherwise not prohibited by law;
2. Public meeting of the city;
3. Political rally, parade or other official political meeting;
4. Non-firearms-related school, college or professional athletic event.

C. The City Manager, or his designee, is authorized to place or permit the placement of signs on all property and buildings, including any portion thereof, which are owned, leased, controlled, operated, used or managed by the city, which give notice, as provided by sections 30.05, 30.06, and 46.03, Texas Penal Code, that entry onto the city owned, leased, controlled, operated, used or managed property and buildings, or portions thereof, by persons carrying concealed or openly carried handguns, firearms, or other weapons is forbidden. All city employees, independent contractors of the city, and persons holding a security officer commission issued by the Texas Board of Private Investigators and Private Security Agencies while performing contracted security services for the city are authorized to give a verbal notice, as provided by Section 30.05 and 30.06, Texas Penal Code, that entry onto city owned, leased, controlled, operated, used or managed property and buildings, or portions thereof, by persons carrying concealed handguns or other weapons is forbidden.
All persons, who enter or remain on property or buildings, or any portion thereof, which are owned, leased, controlled, operated, used or managed by the city, contrary to a posted or verbal notice shall be considered trespassers.

D. This section shall not apply to law enforcement officers licensed or commissioned pursuant to federal or state law, persons holding a security officer commission issued by the Texas Board of Private Investigators and Private Security Agencies while in the performance of their official duties, or members of the armed forces or national guard while in the performance of their official duties.

2. Except as herein amended, Title 10 Public Peace, Morals, and Welfare, Chapter 10.12 – Offenses Against Public Peace of the El Paso City Code remains in full force and effect.

(Signatures Begin on Following Page)

PASSED AND APPROVED on this __ day of___ , 2021.

CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Eric Gutierrez
Assistant City Attorney

APPROVED AS TO CONTENT:

Greg Allen, Chief
Police Department

ORDINANCE NO._____

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

DEPARTMENT: Police

AGENDA DATE: August 17, 2021

PUBLIC HEARING DATE: August 31, 2021

CONTACT PERSON(S) NAME AND PHONE NUMBER: Assistant Chief Zina Silva, 212-4306,

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 2.1 Maintain standing as one of the nation's top safest cities.

SUBJECT:
Discussion and action on an Ordinance Amending Title 10.12.020 – Firearms-Carrying Prohibited

BACKGROUND / DISCUSSION:
An Ordinance Amending Title 10.12.020 – Firearms – Carrying Prohibited.

Texas House Bill 1927 authorizes most Texans over the age of 21 to carry a firearm in a concealed manner or openly in a holster and also modifies the ability of municipalities to restrict firearms in certain areas City Council wishes to modify Chapter 10.12 Offenses against Public Peace, Section 10.12.020 – Firearms-Carrying prohibited to align with Texas House Bill 1927

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:
N/A

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

DEPARTMENT HEAD: Assistant Chief Zina Silva

File #: 21-889, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 7
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Adriana Martinez, (915) 212-1611

AGENDA LANGUAGE:

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

An Ordinance changing the zoning for the property described as Tract 6A and Tract 6E, Block 16, Ysleta Grant, City of El Paso, El Paso County, Texas from R-F (Ranch-Farm) to R-3 (Residential). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: North of Yarbrough Dr. and East of Hampton Rd.
Applicant: Daniel Barragan-Arzola and Ruby Barragan; PZRZ21-00012

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

AGENDA DATE: August 17, 2021
PUBLIC HEARING DATE: September 14, 2021

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Adriana Martinez, (915) 212-1611

DISTRICT(S) AFFECTED: District 7

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.1 Provide business friendly permitting and inspection processes
3.2 Improve the visual impression of the community

SUBJECT:
An Ordinance changing the zoning for the property described as Tract 6A and Tract 6E, Block 16, Ysleta Grant, City of El Paso, El Paso County, Texas from R-F (Ranch-Farm) to R-3 (Residential). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: North of Yarbrough Dr. and East of Hampton Rd.
Applicant: Daniel Barragan-Arzola and Ruby Barragan; PZRZ21-00012

BACKGROUND / DISCUSSION:
The applicant is requesting to rezone the subject property from R-F (Ranch-Farm) to R-3 (Residential) to allow the construction of a dwelling, single-family. The City Plan Commission recommended 6-0 to approve the proposed request on July 1, 2021. As of August 9, 2021, the Planning Division has received one email in support and one email of inquiry to the rezoning request. See attached staff report for additional information.

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division
SECONDARY DEPARTMENT: N/A

Philip Etiwe

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

DEPARTMENT HEAD:

Revised 04/09/2021

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF TRACT 6A AND TRACT 6E, BLOCK 16, YSLETA GRANT, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-F (RANCH-FARM) TO R-3 (RESIDENTIAL). THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, the zoning of Tract 6A and 6E, Block 16, Ysleta Grant, located in the City of El Paso, El Paso County, Texas, be changed from **R-F (Ranch-farm) to R-3 (Residential)** as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

ADOPTED this _____ day of _____, 2021.

THE CITY OF EL PASO

_____
Oscar Leeser, Mayor

ATTEST:

_____
Laura D. Prine, City Clerk

APPROVED AS TO FORM:

_____
Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Philip F. Etiwe, Director
Planning & Inspections Department

ZONING

North of Yarbrough Dr. and East of Hampton Rd.

City Plan Commission — July1, 2021

REZONING

CASE NUMBER:	**PZRZ21-00012**
CASE MANAGER:	Adriana Martinez, 915-212-1611, MartinezAD@elpasotexas.gov
PROPERTY OWNER:	Daniel Barragan-Arzola and Ruby Barragan
REPRESENTATIVE:	Daniel Barragan-Arzola
LOCATION:	North of Yarbrough Dr. and East of Hampton Rd. (District 7)
PROPERTY AREA:	0.81 acres
REQUEST:	To rezone from R-F (Ranch-farm) to R-3 (Residential)
RELATED APPLICATIONS:	N/A
PUBLIC INPUT:	As of June 24, 2021, Planning has received one email in support to the rezoning request.

SUMMARY OF REQUEST: The applicant is requesting to rezone 0.81 acres of land from R-F (Ranch-farm) to R-3 (Residential) to allow for the construction of a single-family dwelling.

SUMMARY OF DCC RECOMMENDATION: Staff recommends **APPROVAL** of the rezoning request. The proposed zoning district is consistent with the surrounding neighborhood. Further, the proposed development meets the intent of the G-3, Post-War land use designation of *Plan El Paso*, the City of El Paso's Comprehensive Plan in the Mission Valley Planning area.

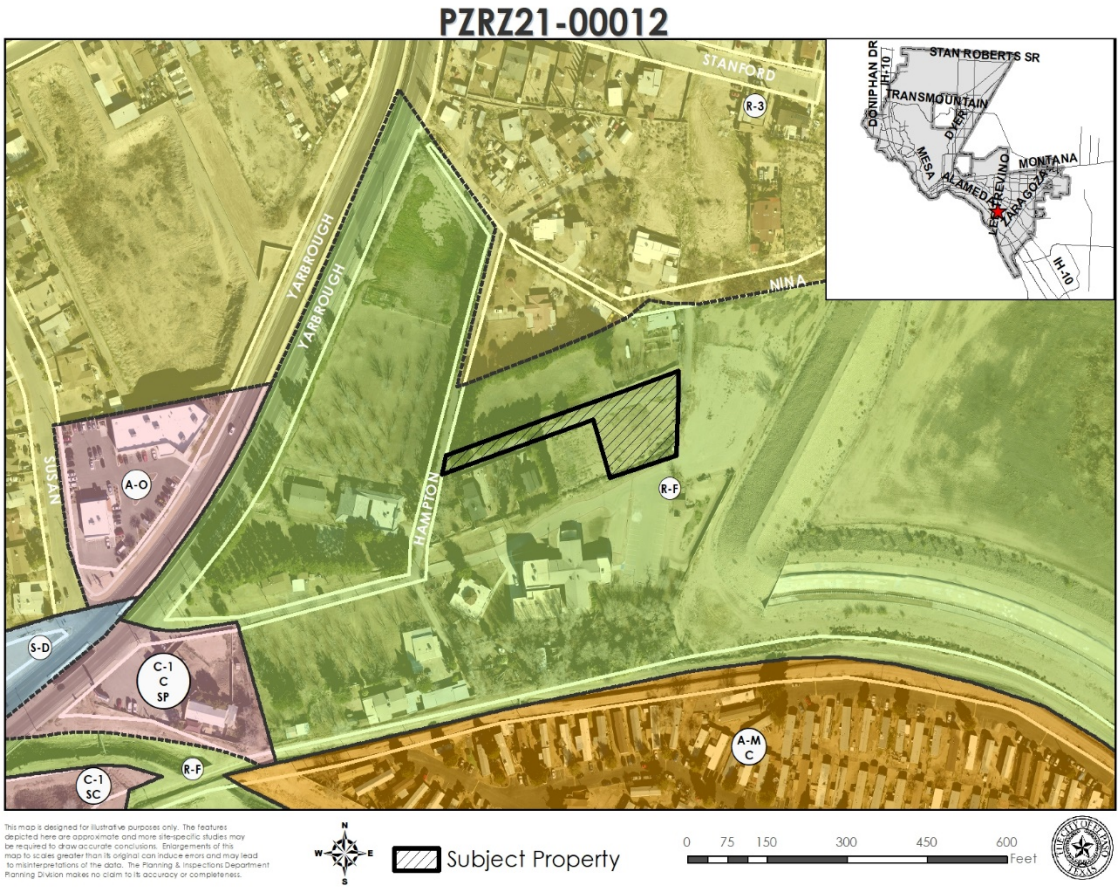


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant proposes to rezone approximately 0.81 acres of land from R-F (Ranch-farm) to R-3 (Residential). The subject property is located north of Yarbrough Drive and east of Hampton Road within the Mission Valley Planning Area. There is an existing lot and existing private access strip to be combined at the subdivision stage. Both the existing and proposed lot configurations are too small to develop as single-family dwelling in the Ranch-Farm District. The conceptual site plan shows a single-family dwelling approximately 2,280 square feet in size. Primary access to the proposed development is from Hampton Road.

PREVIOUS CASE HISTORY: N/A

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed development meets the intent of G-3, Post-War use designation of *Plan El Paso* in the Mission Valley Planning area. The nearest park is Williams Park (0.1 miles) and the nearest school is Young Women's Elementary School (0.9 miles).

COMPLIANCE WITH *PLAN EL PASO*/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors:	
Criteria	**Does the Request Comply?**
Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property: **G-3, Post-War:** This sector applies to transitional neighborhoods typically developed from the 1950s through the 1980s. Streets were laid out with curvilinear patterns without alleys and shopping centers are located at major intersections behind large parking lots. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.	Yes, the proposed R-3 zoning district is compatible with the G-3 designation. The block face along Hampton Road is zoned R-3 (Residential) and R-F (Ranch-farm) and features single-family dwellings and vacant land. The properties to the north are zoned R-3 (Residential) with a single-family residential development.
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: **R-3 (Residential):** Low density of dwelling units supporting a suburban-urban interface that permits developments utilizing varying lot configurations, permit primarily single-family and two-family residential areas, and recreational and institutional uses incidental to and serving the neighborhood.	Yes, the proposed development is a permitted use in the R-3 (Residential) zone district. All properties on the same block face fronting Hampton Road are zoned R-3 (Residential) and R-F (Ranch-farm) which are currently vacant or with a single-family dwelling.
Preferred Development Locations: Yes. As per Policy 1.4.1.c, the proposed rezoning is appropriate and encourages neighborhoods to have a greater variety of housing types.	Yes. The proposed development is located in proximity to various public transit facilities. The property has access to Yarbrough Drive, classified as a Major Arterial as per the City of El Paso's Major Thoroughfare Plan.
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	

COMPLIANCE WITH *PLAN EL PASO*/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	No, the proposed development is outside any historic districts or other special designation areas.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	There are no adverse effects anticipated from the proposed rezoning. The existing infrastructure was originally designed for the proposed district and uses.
Natural Environment: Anticipated effects on the natural environment.	No effect on the natural environment anticipated as the subject property is in an already developed area.
Stability: Whether the area is stable or in transition.	The area is stable. The most recent rezoning is dated March 6, 2018 (PZRZ15-00040) from R-F (Ranch-Farm) to S-D (Special Development).
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	No. The proposed zoning supplements the character within the residential uses within its vicinity.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The property is currently unplatted, there is an existing 6-inch diameter water main extending along the west side of Hampton Rd., approximately four feet east of and parallel to the western right-of-way line of Hampton Rd.. This water main is available for service. There is no water meter serving the subject property; however, public facilities would be constructed and provided during the subdivision stage.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No objections to the proposed rezoning. There were no adverse comments received. Applicant is responsible for obtaining all applicable permits and approvals prior to construction.

PUBLIC COMMENT: The subject property lies within the Mission Planning area. Notices were mailed to property owners within 300-feet on June 17, 2021. As of June 24, 2021, Planning has received one email from Lomaland Neighborhood Association and Mission Valley Civic Association in support to the rezoning request.

RELATED APPLICATIONS: N/A

CITY PLAN COMMISSION OPTIONS:
The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

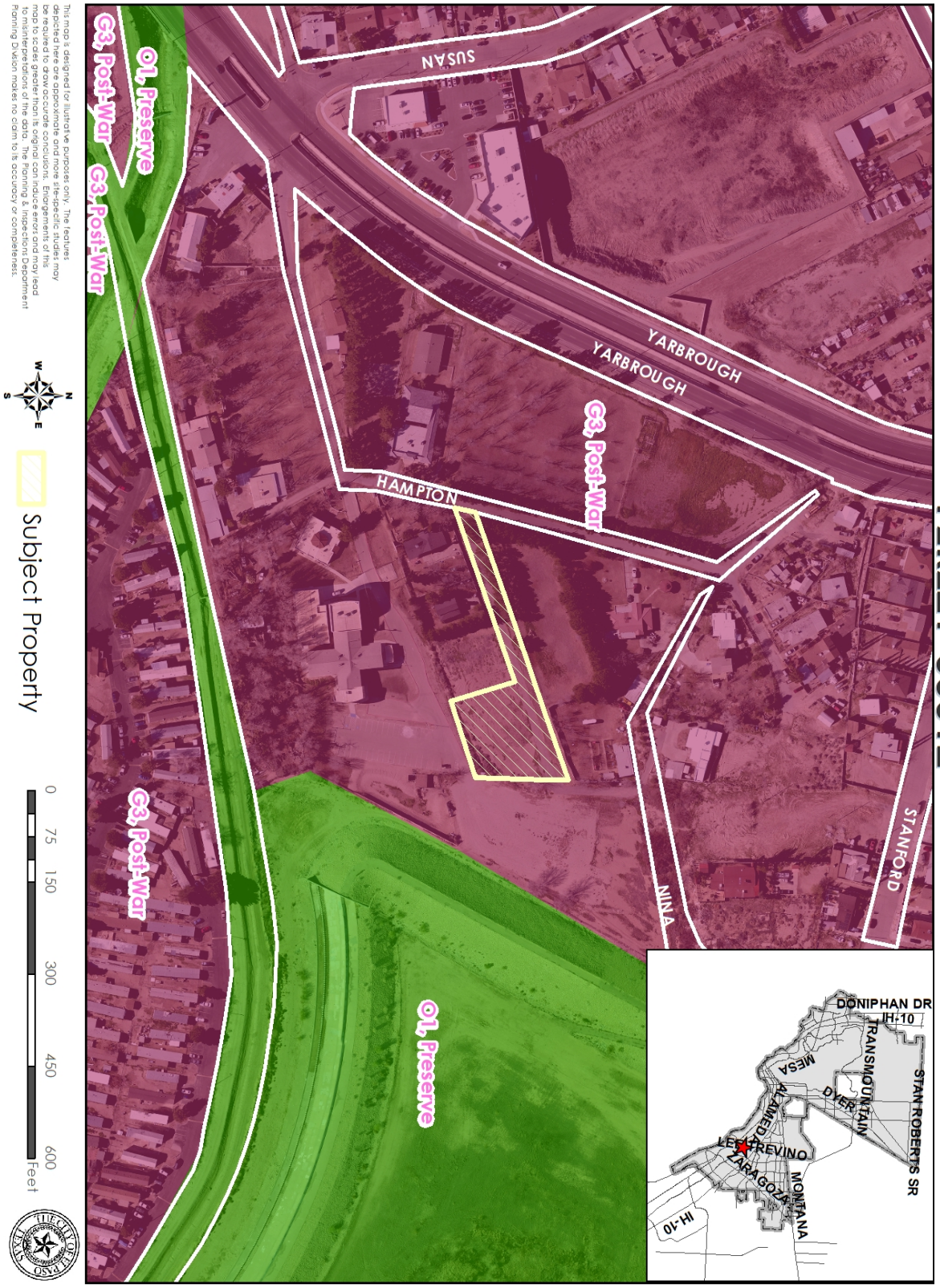
1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

ATTACHMENTS:

1. Future Land Use Map
2. Department Comments
3. Neighborhood Notification Boundary Map
4. Letter in support
5. Conceptual Site Plan

ATTACHMENT 1



ATTACHMENT 2

Planning and Inspections Department – Planning
No objections to the Rezoning.

Note:
All existing and/or proposed paths of travel (accessible sidewalks, wheelchair access curb ramps and driveways) located within public rights-of-way shall follow the City of El Paso Design Standards for Construction and be ADA/TAS compliant.

Planning and Inspections Department – Plan Review
Recommend Approval.

Planning and Inspections Department – Land Development
Approved proposed rezoning plan.

Fire Department
Recommend Approval.

El Paso Police Department
No objections.

El Paso County 911 District
No objections.

Sun Metro
Recommend Approval.

El Paso Water
EPWater does not object to this request.

Water:
There is an existing 6-inch diameter water main extending along the west side of Hampton St., approximately 4-feet east of and parallel to the western right-of-way line of Hampton St. This water main is available for service.

EPWater records indicate there is no water meter serving the subject property.
Previous water pressure from fire hydrant #5738 located on the north intersection of Hampton St. and Nina Dr. has yield a static pressure of 94 (psi), a residual pressure of 90 (psi) and a discharge of 1,061 gallons per minute (gpm). The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer, and relief valve, to be set for pressure as desired by the customer. The Owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

Sewer:
There is an existing 8-inch diameter sanitary sewer main that extends along the east side of Hampton St., approximately 3.5-feet west of and parallel to the eastern right-of-way line of Hampton St. This main is available for service.

General:
Services will be provided at the Hampton right-of-way.

EPWater requires a new service application to provide service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 8 to 10 weeks in

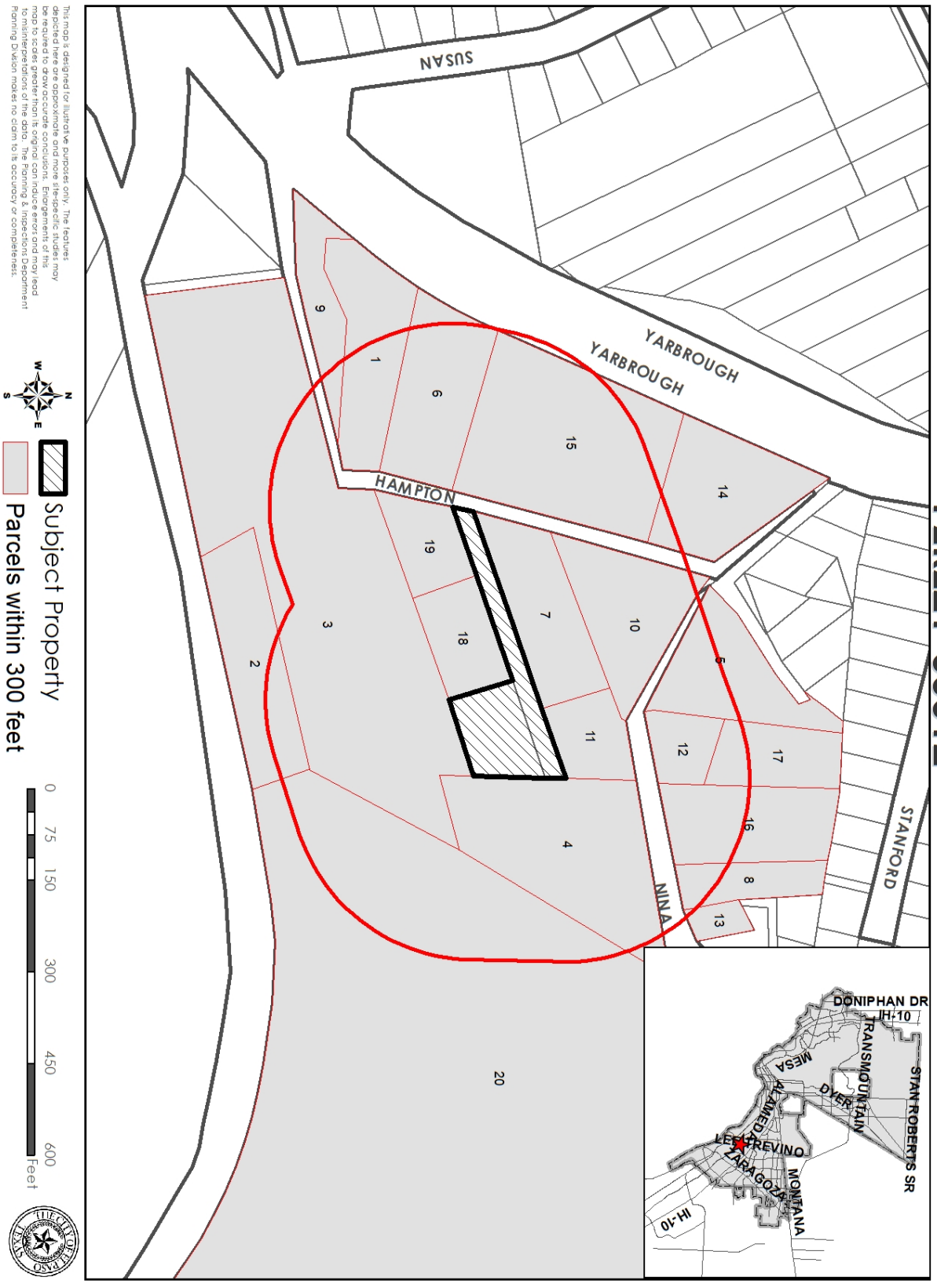
advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater – PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater:
EP Water-SW reviewed the property described above and provide the following comments:

EP Water-SW has reviewed these plans for DCC/CPC under the name of Hacienda Arzola and provided the following comments:

1. The streets in this area are not designed to take in any outside runoff. Provide a street cross-section of the public street and private driveway and show the slope & direction.
2. A note should be placed on the plat: "On-site ponding of all storm-water runoff discharge volume is required within the subdivision and shall comply with all provisions of the Municipal Code Section 19.19.010A2, DSC panel 1-4C-J, and DDM #11.1.
3. Any proposed ponding area shall have enough capacity to hold the developed runoff for a designed 100-yr storm event.

ATTACHMENT 3



ATTACHMENT 4

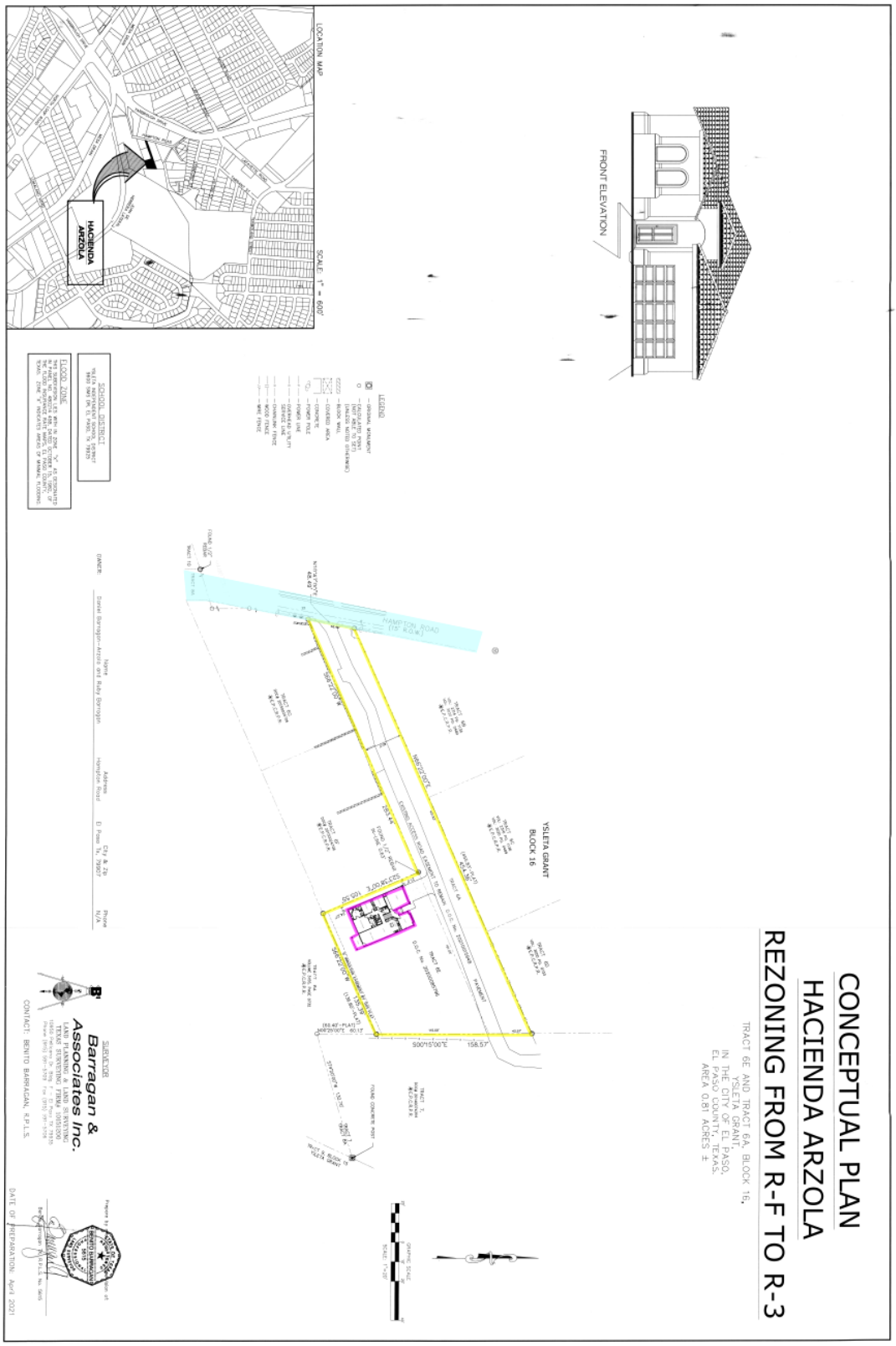
Martinez, Adriana

From: Sylvia Carreon <longhorn_1989@hotmail.com>
Sent: Tuesday, June 22, 2021 10:22 AM
To: Martinez, Adriana
Cc: Fabiola Lopez
Subject: PZRZ21-00012

GM Ms Martinez, this is Sylvia Carreon, president of the Lomaland NA and Mission Valley Civic Association and we concur the proposal of this rezone request from R-F to R-3 By Daniel Barragan. I visited the location which is across from E.L. Williams Park and he wants to build his home. Thank you

1

ATTACHMENT 5



From: Julio Villalobos
To: Martinez, Adriana
Subject: Question Regarding PZRZ21-00012
Date: Monday, June 28, 2021 8:24:24 AM

Hi Adriana good morning, I have a question regarding the property located behind 704 Hampton Rd. The map that I received has a road adjacent to my property. Was that also purchased? If the current owners decide to block that area I will not have access to the lot behind 704 Hampton correct? That is my only concern.
Thank you,
Julio Villalobos

North of Yarbrough Dr. and East of Hampton Rd.

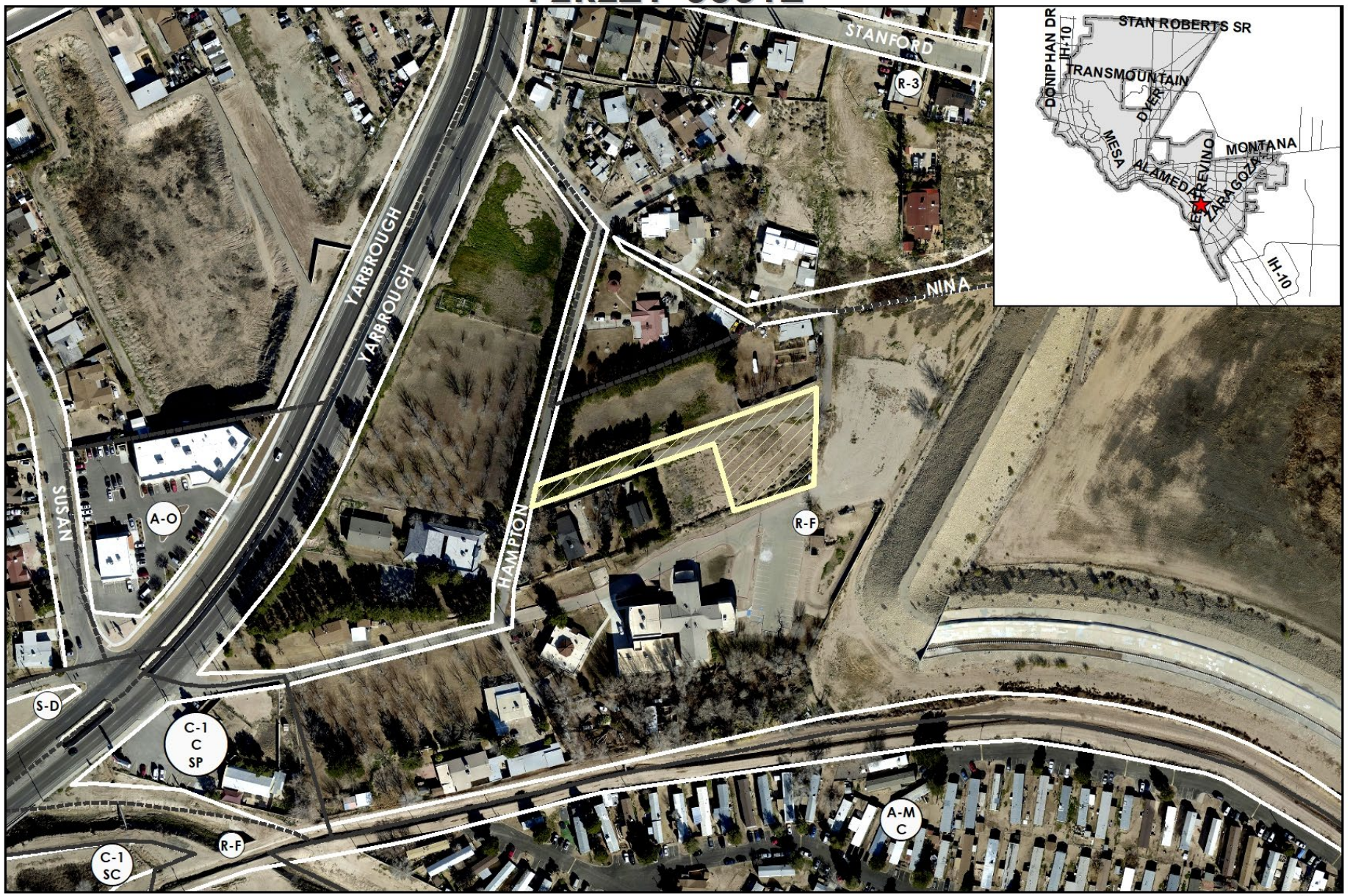
Rezoning

PZRZ21-00012

Strategic Goal 3.

Promote the Visual Image of El Paso

PZRZ21-00012



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.

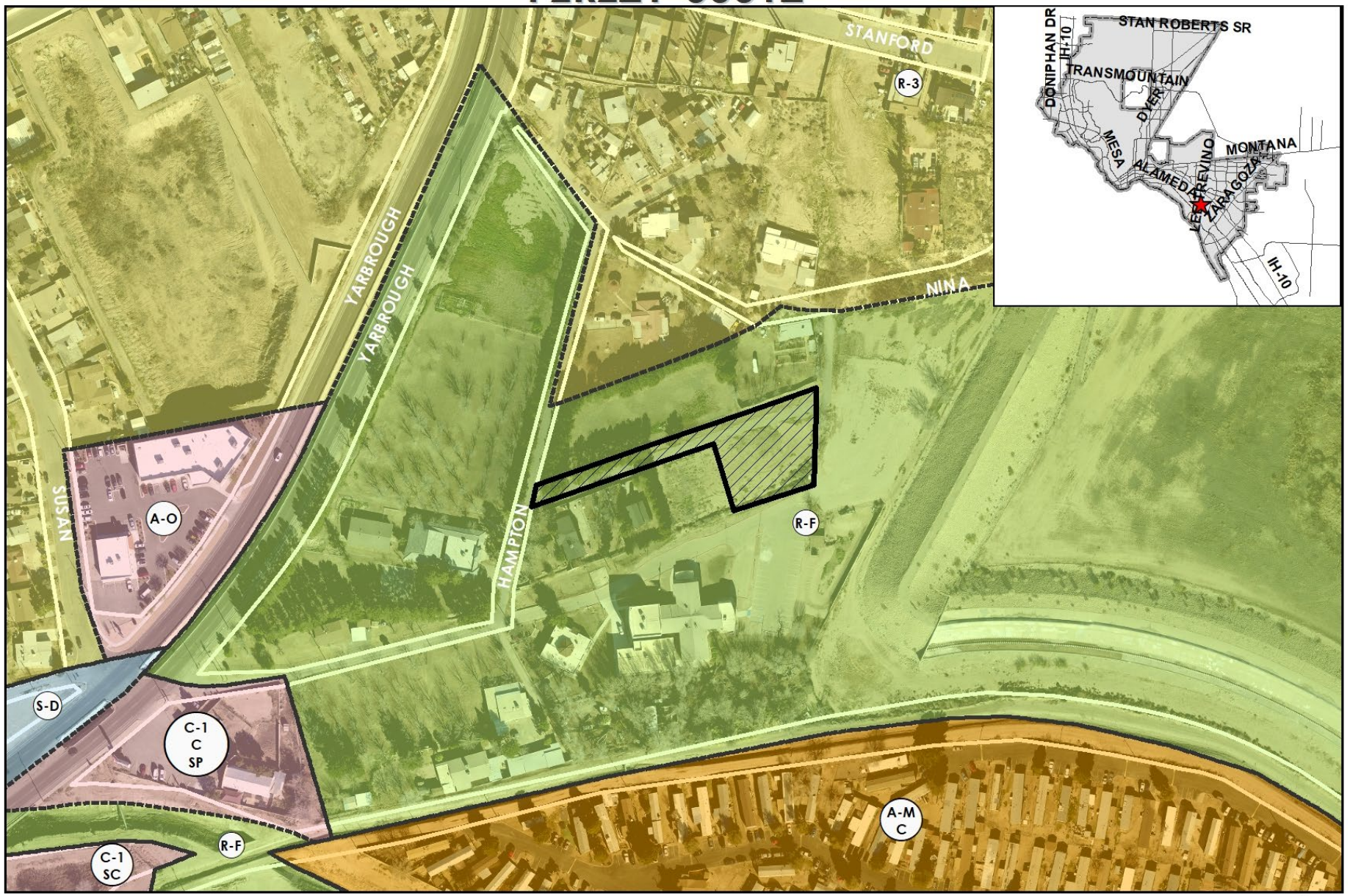
N W E S

Subject Property

0 75 150 300 450 600 Feet

Aerial

PZRZ21-00012



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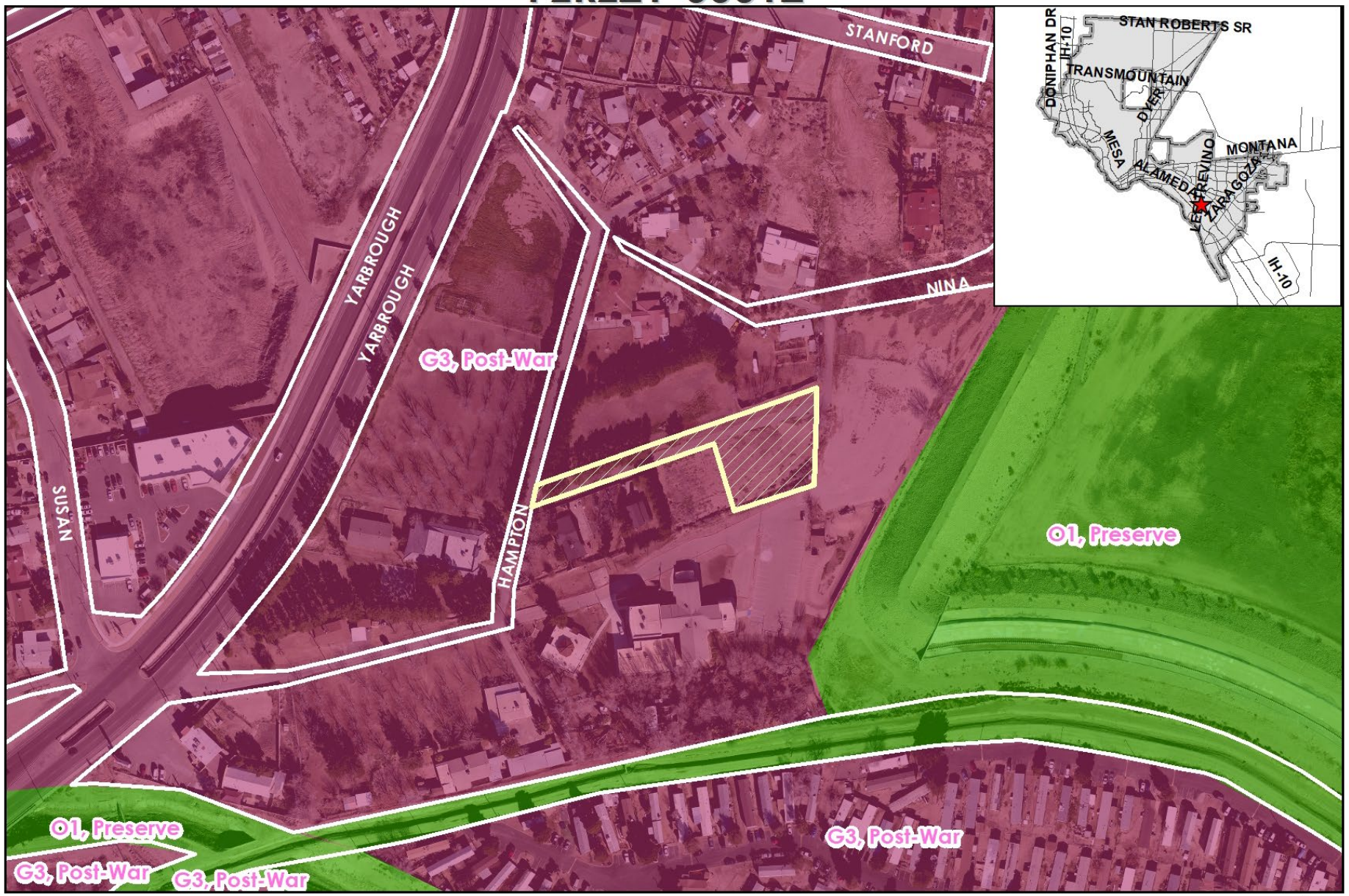
N W E S

Subject Property

0 75 150 300 450 600 Feet

Existing Zoning

PZRZ21-00012



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.

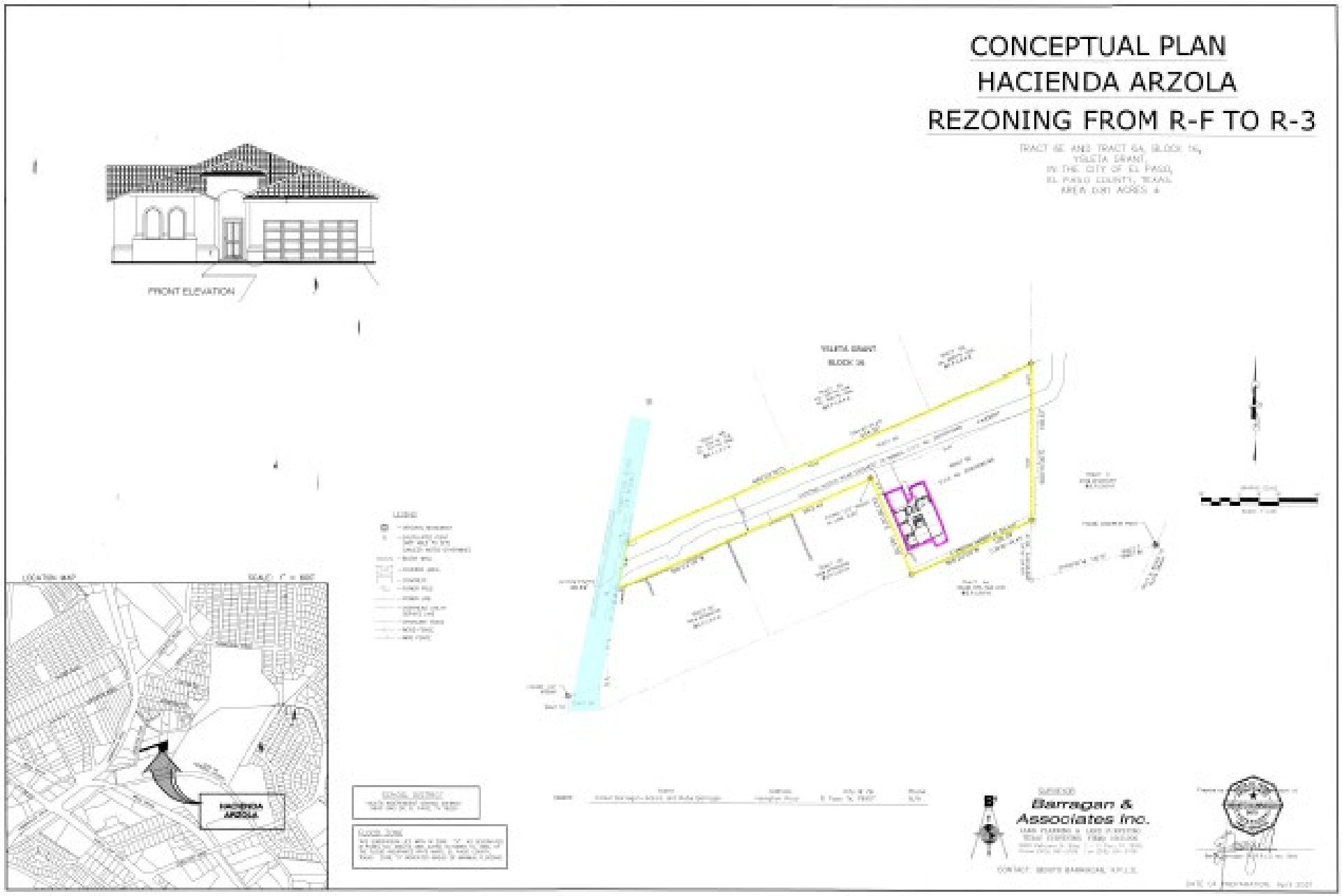
N W E S

Subject Property

0 75 150 300 450 600 Feet

Future Land Use

Conceptual Plan



Subject Property

Surrounding Development

N

W

E

S

Public Input

- Notices were mailed to property owners within 300-feet on June 17, 2021. As of June 24, 2021.
- Planning has received one email from Lomaland Neighborhood Association and Mission Valley Civic Association in support to the rezoning request.

Recommendation

- Staff recommend APPROVAL of the rezoning request

Mission

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

Vision

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

Values

Integrity, Respect, Excellence, Accountability, People

File #: 21-900, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 8
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Adriana Martinez, (915) 212-1611

AGENDA LANGUAGE:

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

An Ordinance approving a Special Permit for a 29% parking reduction for the property described as Parcel 1: Lot 1, Block 1, J.C. Machuca Addition, Parcel 2: All of Tract 1, a portion of Tract 2, and a portion of an abandoned El Paso Natural Gas Co. Right-of-Way, Sunland Commercial District, an addition to the City of El Paso, El Paso County, Texas. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 1019 and 1039 JC Machuca Rd.
Applicant: Housing Authority of the City of El Paso, PZST21-00009

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

AGENDA DATE: August 17, 2021
PUBLIC HEARING DATE: September 14, 2021

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Adriana Martinez, (915) 212-1611

DISTRICT(S) AFFECTED: District 8

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.1 Provide business friendly permitting and inspection processes
3.2 Improve the visual impression of the community

SUBJECT:
An Ordinance approving a special permit for a 29% parking reduction for the property described as Parcel 1: Lot 1, Block 1, J.C. Machuca Addition, Parcel 2: All of Tract 1, a portion of Tract 2, and a portion of an abandoned El Paso Natural Gas Co. Right-of-Way, Sunland Commercial District, an addition to the City of El Paso, El Paso County, Texas. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 1019 and 1039 JC Machuca Rd.
Applicant: Housing Authority of the City of El Paso, PZST21-00009

BACKGROUND / DISCUSSION:
The applicant is requesting approval of a special permit and detailed site development plan to allow for a parking reduction for an existing multifamily development. The multifamily development consists of twenty-five (25) buildings that will include eight (8) one-bedroom units, ninety-four (94) two-bedroom units, and forty-two (42) three-bedroom units for a total of one hundred forty-four (144) units. City Plan Commission recommended 5-0 to approve the proposed special permit on July 15, 2021. As of August 9, 2021, the Planning Division has not received any communication in support or opposition to the rezoning request. See attached staff report for additional information.

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division
SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

Revised 04/09/2021

ORDINANCE NO. _____

AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST21-00009, TO ALLOW FOR A 29% PARKING REDUCTION ON THE PROPERTY DESCRIBED AS PARCEL 1: LOT 1, BLOCK 1, J.C. MACHUCA ADDITION, PARCEL 2: ALL OF TRACT 1, A PORTION OF TRACT 2, AND A PORTION OF AN ABANDONED EL PASO NATURAL GAS CO. RIGHT-OF-WAY, SUNLAND COMMERCIAL DISTRICT, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS PURSUANT TO SECTION 20.14.070 OF THE EL PASO CITY CODE. THE PENALTY BEING AS PROVIDED IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, the Housing Authority of the City of El Paso**,** has applied for a Special Permit under Section 20.14.070 of the El Paso City Code to allow for a 29% Parking Reduction**;** and,

WHEREAS, a report was made by the City Plan Commission and a public hearing was held regarding such application; and,

WHEREAS, the City Plan Commission has recommended approval of the subject Special Permit; and

WHEREAS, the subject Special Permit has been submitted to the City Council of the City of El Paso for review and approval; and

WHEREAS, the City Council of the City of El Paso finds that the application conforms to all requirements of Section 20.04.320 of the El Paso City Code.

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

1. That the property described as follows, is in a C-3 (Commercial) District: **PARCEL 1**: Lot 1, Block 1, J.C. Machuca Addition, **PARCEL 2:** All of Tract 1, a portion of Tract 2, and a portion of an abandoned El Paso Natural Gas Co. Right-of-Way, Sunland Commercial District, an addition to the City of El Paso, El Paso County, Texas; and being more particularly described by metes and bounds on the attached **Exhibit "A"**

2. That the City Council hereby grants a Special Permit under Section 20.04.320 of the El Paso City Code to allow for 29% Parking Reduction on the property described in Paragraph 1 of this Ordinance; and,

3. That this Special Permit is issued subject to the development standards in the C-3 (Commercial) District regulations and is subject to the approved Detailed Site Development Plan signed by the Applicant, the City Manager and the Executive Secretary to the City Plan Commission. A copy of this plan is attached hereto as **Exhibit "B"** and is incorporated herein by reference for all purposes; and,

4. That if at any time the Applicant fails to comply with any of the requirements of this Ordinance, Special Permit No. PZST21-00009, shall be subject to termination; construction

or occupancy shall be discontinued; and the Applicant shall be subject to the penalty provisions of Chapter 20.24 and any other legal or equitable remedy; and,

5. That the Applicant shall sign an Agreement incorporating the requirements of this Ordinance. Such Agreement shall be signed and filed with the Zoning Administrator and the Executive Secretary to the City Plan Commission before building permits are issued.

ADOPTED this ___ day of _____, 2021.

THE CITY OF EL PASO

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Wendi N. Vineyard
Assistant Attorney

APPROVED AS TO CONTENT:

_____
Philip F. Etiwe, Director
Planning & Inspections Department

(agreement on following page)

AGREEMENT

HOUSING AUTHORITY OF THE CITY OF EL PASO, the Applicant referred to in the above Ordinance, hereby agrees to develop the above-described property in accordance with the approved Detailed Site Development Plan attached to same Ordinance, and in accordance with the standards identified in the **C-3 (Commercial) District** regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this 5 day of August, 2021.

HOUSING AUTHORITY OF THE CITY OF EL PASO

(Signature)

Gerald Cichon, CEO
(Name/Title)

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this 5th day of August, 2021, by Gerald Cichon for **HOUSING AUTHORITY OF THE CITY OF EL PASO** as Applicant.

(Seal)

Notary Public, State of Texas
Signature

Angelica Garcia
Printed or Typed Name

My Commission Expires:

Sept. 21, 2021

ANGELICA GARCIA
My Notary ID # 131289611
Expires September 21, 2021

EXHIBIT A

MACHUCA

METES AND BOUNDS DESCRIPTION

PARCEL 1: Lot 1, Block 1, J.C. MACHUCA ADDITION, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof on file in Volume 43, Page 20, Real Property Records, El Paso County, Texas.

PARCEL 2: All of Tract 1, a portion of Tract 2, and a portion of an abandoned El Paso Natural Gas Co. Right-of-Way, SUNLAND COMMERCIAL DISTRICT, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof on file in Volume 23, Page 51, Real Property Records, El Paso County, Texas and is more particularly described by metes and bounds as follows:

Commencing at an existing city monument lying on the centerline of J.C. Machuca Road, from which a city monument lying on same centerline intersection of J.C. Machuca Road bears N49˚28'31"E, a distance of 436.71 feet; Thence, from this point of commencement and abandoning said centerline, S35˚29'22"W, a distance of 101.01 feet to a point for a boundary corner of the parcel of land herein being described.

THENCE, N62˚09'W, with the northerly boundary line of Tract 4A, T.F. Withe Survey No. 3, a distance of 36.49 feet to o boundary corner:

THENCE, N40˚06'02"W, continuing with said boundary line, a distance of 406.18 feet ta a boundary corner lying on the southeasterly boundary line of Tract 4A, T.F. Withe Survey No. 3;

THENCE, N49˚53'58"E, with said boundary line, a distance of 545.03 feet to a point for a earner;

THENCE, N49˚53'58"E, continuing with said boundary line, a distance of 506.37 feet to o boundary earner lying on the southerly boundary line of Sunland Commercial District Unit 1;

THENCE, S40˚06'02"E, with said boundary line, a distance of 433.83 feet to a point for a boundary corner lying on the southeasterly boundary line of the parcel herein being described;

THENCE, S49˚12'05"W, with said boundary line, a distance of 506.40 feet to a point for a corner;

THENCE, S49˚53'58"W, continuing with said boundary line, a distance of 531.34 feet back ta the TRUE POINT OF BEGINNING of this description.

Said parcel of land containing 10.5791 acres (460,826.28 s.f.) of land, more or less.

Less the area of J. C. Machuca Rd., a Public Right of Ways of 0.881 acres for an area of 9.691 net acres

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

SLI ENGINEERING, INC.
Consulting Engineers—Land Surveyors

Guillermo Licon
Registered Professional Land Surveyor
Texas License No. 2998

05-21-2021

DocuSign Envelope ID: BDECB5E3-201B-4E88-B363-417D166D25DE

EXHIBIT B

TABLE OF UNITS		
UNITS	NUMBER OF UNITS	MINIMUM SIZE OF UNITS
1 BEDROOM UNITS	8	796 SQ. FT.
2 BEDROOM UNITS	94	917 SQ. FT.
3 BEDROOM UNITS	42	1117 SQ. FT.

PARKING CALCULATION

8 (1 BEDROOM UNITS) X 1.5 = 12
94 (2 BEDROOM UNITS) X 2 = 188
42 (3 BEDROOM UNITS) X2 = 84
TOTAL PARKING REQUIRED = 284
TOTAL PARKING PROVIDED = 201

PARKING REDUCTION REQUESTED
29.23 %

HC SPACES REQUIRED = 11
HC SPACES PROVIDED = 13

BIKE RACKS:
REUIRED NUMBER OF BIKES = 11
NUMBER OF BIKES RACKS PROVIDED 3X6 = 18

3 RACKS OF 6 BIKES PROVIDED

Landscape Calculation:
419,800 square feet land - 155,944 building footprint = 263,856
263,856 x 15% = 39,578 square feet of Landscape Area Required
Landscape area required: 39,578 SF
Landscape Area Provided: 138,000 SF
Plants required for new development: 40 trees, 1800 shrubs, 1 frontage tree per 30LF, 1 buffer tree per 30LF
New Plants shown in Plans: 145 2" trees, 152 15 gallon trees, 32 shrubs, 29 groundcover
Existing Plants: 78 mature trees, approximately 905 shrubs

LEGAL DESCRIPTION
INCLUDING METES AND
BOUNDS DESCRIPTION

PARCEL 1: Lot 1, Block 1, J.C. MACHUCA ADDITION, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof on file in Volume 43, Page 20, Real Property Records, El Paso County, Texas.

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Commencing at an existing city monument lying on the centerline of J.C. Machuca Road, from which a city monument lying on same centerline intersection of J.C. Machuca Road bears S49°26'42"W, a distance of 435.51 feet; Thence, from this point of commencement and abandoning said centerline, S35°29'21"W, a distance of 101.01 feet to a TRUE POINT OF BEGINNING for boundary corner of the parcel of land herein being described.

THENCE, N62°09'00"W, with the northerly boundary line of Tract 4A, T.F. Withe Survey No. 3, a distance of 36.49 feet to a boundary corner;

THENCE, N40°06'02"W, continuing with said boundary line, a distance of 406.18 feet to a boundary corner lying on the southeasterly boundary line of Tract 4A, T.F. Withe Survey No. 3;

THENCE, N49°53'58"E, with said boundary line, a distance of 545.04 feet to a point for a corner;

THENCE, N49°53'58"E, continuing with said boundary line, a distance of 506.37 feet to a boundary corner lying on the southerly boundary line of Sunland Commercial District Unit 1;

THENCE, S40°06'02"E, with said boundary line, a distance of 433.83 feet to a point for a boundary corner lying on the southeasterly boundary line of the parcel herein being described;

THENCE, S49°12'05"W, with said boundary line, a distance of 506.41 feet to a point for a corner; THENCE, N40°37'17"W, a distance of 39.46 feet to a point for a corner;

THENCE, N45°07'52"E, a distance of 24.16 feet to a point for a corner;

THENCE, along a curve to the RIGHT, having a radius of 11.43 feet, a delta angle of 54° 34' 24", and whose long chord bears N72°25'38" E a distance of 10.48 feet;

THENCE, along a curve to the LEFT, having a radius of 52.00 feet, a delta angle of 80° 11' 14", and whose long chord bears N40°11'07" W a distance of 66.98 feet;

THENCE, along a curve to the RIGHT, having a radius of 37.86 feet, a delta angle of 45° 13' 06", and whose long chord bears S22°31'7"W a distance of 29.11 feet;

THENCE bearing S 45°7'52" W a distance of 7.48 feet to a corner;

THENCE bearing N 40°06'02" W a distance of 9.58 feet to a corner;

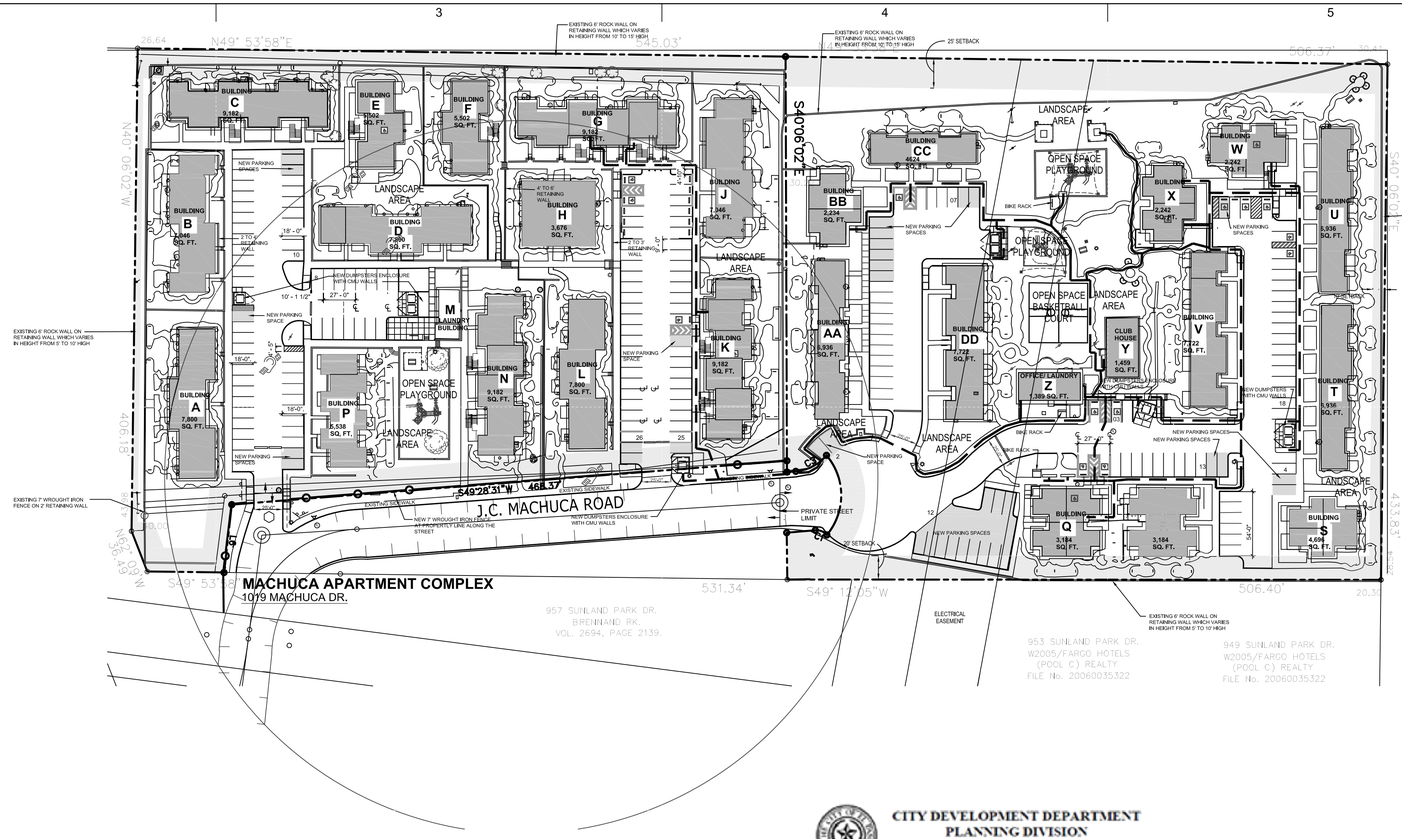
THENCE bearing S 45°33'37"W a distance of 468.37 feet to a

corner; THENCE bearing S 33°27'27"E a distance of 65.00 feet to a

corner;

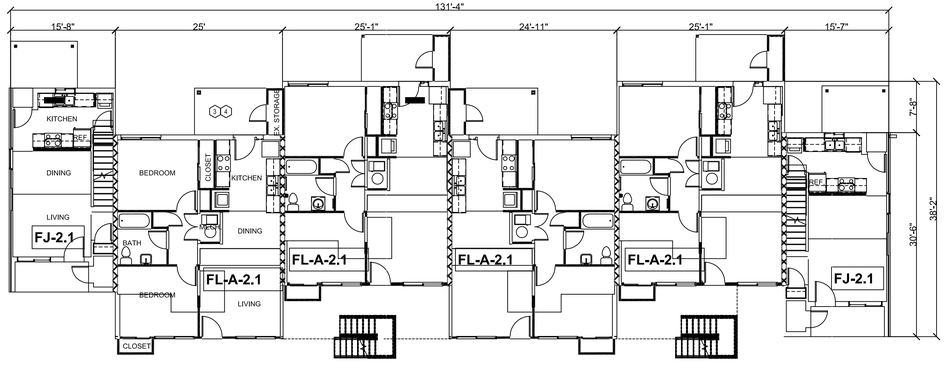
THENCE bearing S 49°53'58" W a distance of 56.79 feet to the BACK TO THE TRUE POINT OF BEGINNING.

Said parcel of land containing 9.6373 acres (419,800.207 Sq. Ft.) of land, more or less.



B2 ARCHITECTURAL SITE PLAN SHOWING AVAILABLE PARKING SPACES
1" = 60'-0"

B1 EXISTING BUILDING ELEVATION W/ NEW STAIRS ADDED BUILDINGS "C" & "G"
3/32" = 1'-0"



A1 NEW FLOOR PLANS FOR BUILDINGS "C" & "G"
3/32" = 1'-0"

B4 PROJECT SITE PHOTO
NTS

TIME OF DAY	MACHUCA DR. (44 SPACES AVAILABLE)	TOTAL UN-OCCUPIED (44 SPACES AVAILABLE)
08:00 A.M. - 09:00 A.M.	06 OCCUPIED	38 UN-OCCUPIED
09:00 A.M. - 10:00 A.M.	06 OCCUPIED	38 UN-OCCUPIED
10:00 A.M. - 11:00 A.M.	07 OCCUPIED	37 UN-OCCUPIED
11:00 A.M. - 12:00 P.M.	08 OCCUPIED	36 UN-OCCUPIED
12:00 P.M. - 01:00 P.M.	06 OCCUPIED	38 UN-OCCUPIED
01:00 P.M. - 02:00 P.M.	06 OCCUPIED	38 UN-OCCUPIED
02:00 P.M. - 03:00 P.M.	08 OCCUPIED	36 UN-OCCUPIED
03:00 P.M. - 04:00 P.M.	08 OCCUPIED	36 UN-OCCUPIED
04:00 P.M. - 05:00 P.M.	10 OCCUPIED	34 UN-OCCUPIED
06:00 P.M. - 07:00 P.M.	10 OCCUPIED	34 UN-OCCUPIED
07:00 P.M. - 08:00 P.M.	11 OCCUPIED	33 UN-OCCUPIED

TIME OF DAY	MACHUCA DR. (44 SPACES AVAILABLE)	TOTAL UN-OCCUPIED (44 SPACES AVAILABLE)
08:00 A.M. - 09:00 A.M.	05 OCCUPIED	39 UN-OCCUPIED
09:00 A.M. - 10:00 A.M.	05 OCCUPIED	39 UN-OCCUPIED
10:00 A.M. - 11:00 A.M.	06 OCCUPIED	38 UN-OCCUPIED
11:00 A.M. - 12:00 P.M.	08 OCCUPIED	36 UN-OCCUPIED
12:00 P.M. - 01:00 P.M.	08 OCCUPIED	36 UN-OCCUPIED
01:00 P.M. - 02:00 P.M.	07 OCCUPIED	37 UN-OCCUPIED
02:00 P.M. - 03:00 P.M.	09 OCCUPIED	36 UN-OCCUPIED
03:00 P.M. - 04:00 P.M.	10 OCCUPIED	34 UN-OCCUPIED
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11:00 A.M. - 12:00 P.M.	09 OCCUPIED	35 UN-OCCUPIED
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04:00 P.M. - 05:00 P.M.	13 OCCUPIED	31 UN-OCCUPIED
06:00 P.M. - 07:00 P.M.	13 OCCUPIED	31 UN-OCCUPIED
07:00 P.M. - 08:00 P.M.	13 OCCUPIED	31 UN-OCCUPIED

TIME OF DAY	MACHUCA DR. (44 SPACES AVAILABLE)	TOTAL UN-OCCUPIED (44 SPACES AVAILABLE)
08:00 A.M. - 09:00 A.M.	07 OCCUPIED	37 UN-OCCUPIED
09:00 A.M. - 10:00 A.M.	07 OCCUPIED	37 UN-OCCUPIED
10:00 A.M. - 11:00 A.M.	08 OCCUPIED	36 UN-OCCUPIED
11:00 A.M. - 12:00 P.M.	09 OCCUPIED	35 UN-OCCUPIED
12:00 P.M. - 01:00 P.M.	09 OCCUPIED	35 UN-OCCUPIED
01:00 P.M. - 02:00 P.M.	10 OCCUPIED	34 UN-OCCUPIED
02:00 P.M. - 03:00 P.M.	10 OCCUPIED	34 UN-OCCUPIED
03:00 P.M. - 04:00 P.M.	11 OCCUPIED	33 UN-OCCUPIED
04:00 P.M. - 05:00 P.M.	12 OCCUPIED	32 UN-OCCUPIED
06:00 P.M. - 07:00 P.M.	14 OCCUPIED	30 UN-OCCUPIED
07:00 P.M. - 08:00 P.M.	15 OCCUPIED	29 UN-OCCUPIED

TIME OF DAY	MACHUCA DR. (44 SPACES AVAILABLE)	TOTAL UN-OCCUPIED (44 SPACES AVAILABLE)
08:00 A.M. - 09:00 A.M.	08 OCCUPIED	36 UN-OCCUPIED
09:00 A.M. - 10:00 A.M.	08 OCCUPIED	36 UN-OCCUPIED
10:00 A.M. - 11:00 A.M.	07 OCCUPIED	37 UN-OCCUPIED
11:00 A.M. - 12:00 P.M.	09 OCCUPIED	35 UN-OCCUPIED
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TIME OF DAY	MACHUCA DR. (44 SPACES AVAILABLE)	TOTAL UN-OCCUPIED (44 SPACES AVAILABLE)
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07:00 P.M. - 08:00 P.M.	15 OCCUPIED	29 UN-OCCUPIED

CITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION
DETAILED SITE DEVELOPMENT PLAN
APPROVED BY THE CITY COUNCIL

DATE

DocuSigned by: Gerald Cichon

APPLICANT

EXCECUTIVE SECRETARY CITY PLAN COMMISSION

CITY MANAGER

NEW CONCRETE SIDEWALKS, POCHE SLABS SEE A3/AC-102, REMOVE PORTION OF CONCRETE WALK, LANDSCAPING AREAS AS REQUIRED.

ACCESSIBLE ROUTE

ZONING
C3

WDA Wright & Dalbin
Planning · Architecture · Construction

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JUNE 8, 2021

CONSULTANTS

CONTRACT DOCUMENTS COORDINATION

THE DRAWINGS AND SPECIFICATIONS FOR THIS PROJECT ARE TO BE TAKEN TOGETHER AS A SINGLE CONSTRUCTION CONTRACT DOCUMENT AND ANY DIVISION BY TRADE OR OTHER DESIGNATION IS CONSIDENTIAL. GENERAL CONTRACTOR AND ALL SUB-CONTRACTORS SHALL REVIEW AND COORDINATE THE ENTIRE SET OF DRAWINGS AND PROJECT MANUAL.

J.C. MACHUCA

1019 MACHUCA DR

OWNER

Housing Authority of the City of El Paso

MARK	DATE	DESCRIPTION

150425

Author

Checker

SHEET TITLE

ARCHITECTURAL SITE PLAN

AS-101

C:\Users\rvillalobos\Documents\Machuca_rvillalobos.rvt
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1019 and 1039 JC Machuca Rd.

City Plan Commission — July 15, 2021 (REVISED)

CASE NUMBER:	**PZST21-00009**
CASE MANAGER:	Adriana Martinez, (915) 212-1611, MartinezAD@elpasotexas.gov
PROPERTY OWNER:	Housing Authority of the City of El Paso
REPRESENTATIVE:	Fred Dalbin, WDA
LOCATION:	1019 & 1039 JC Machuca Road (District 8)
PROPERTY AREA:	9.69 acres
EXISTING ZONING:	C-3 (Commercial)
REQUEST:	Special Permit for Parking Reduction
RELATED APPLICATIONS:	N/A
PUBLIC INPUT:	N/A

SUMMARY OF REQUEST: The applicant is requesting a special permit to allow for a 29% reduction of the required parking for an existing multifamily development.

SUMMARY OF STAFF RECOMMENDATION: Staff recommends **APPROVAL** of the Special Permit to allow for a 29% reduction of the required parking for an existing multifamily development, as the proposed development meets the requirements of El Paso City Code Sections 20.14.070 Parking Reductions, 20.04.320 Special Permit, and 20.04.150 Detailed Site Development Plan. Furthermore, the proposed development is in keeping with the policies of the G-4, Suburban (Walkable) Land Use Designation of *Plan El Paso*, the City's adopted Comprehensive Plan.

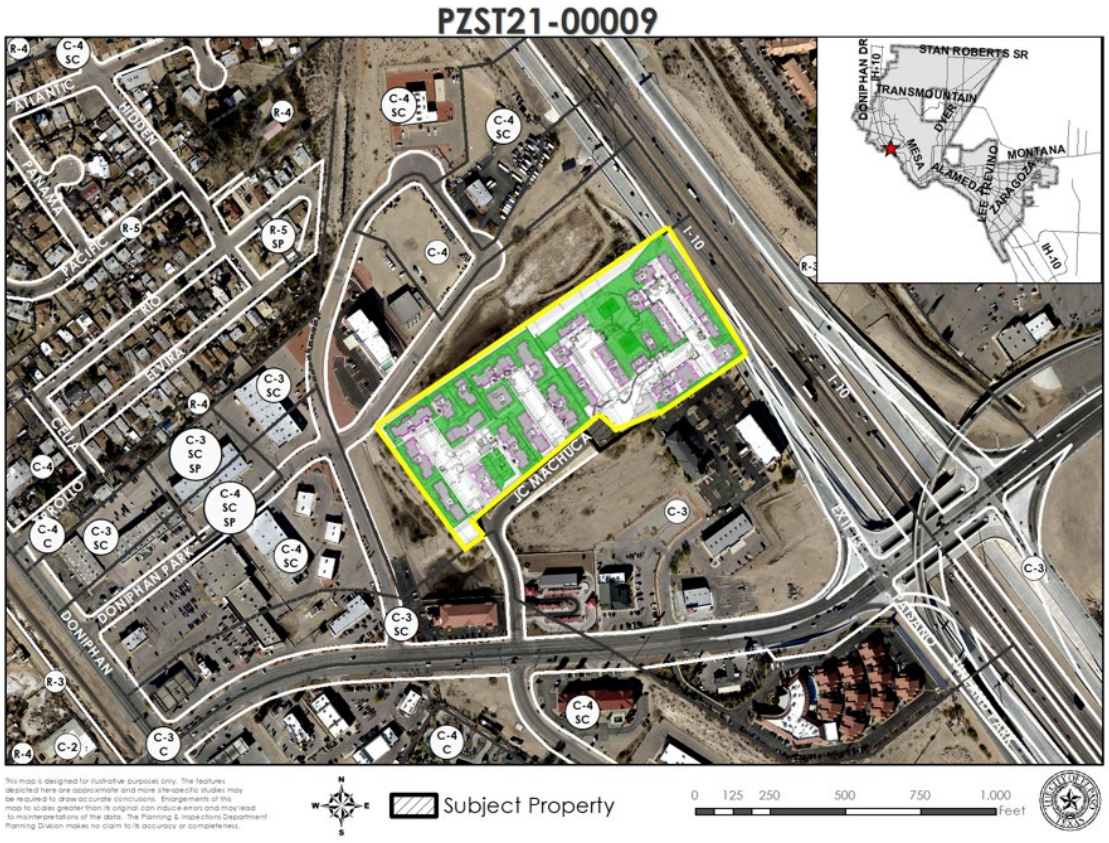


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting approval of a special permit to allow for a parking reduction for an existing multifamily development. The multifamily development consists of twenty-five (25) buildings that will include eight (8) one-bedroom units, ninety-four (94) two-bedroom units, and forty-two (42) three-bedroom units for a total of one hundred forty-four (144) units. Additionally, it includes amenities such as, laundry room facilities, club house, tables, grills, basketball courts, playgrounds, and restrooms. The applicant proposes to convert twenty-two (22) of the existing four (4) and five (5) bedroom apartments into forty-four (44) two bedroom apartments. As each apartment of two (2) or more bedrooms requires two (2) parking spaces, this would increase the number of required parking spaces needed to satisfy current parking requirements. The development requires a total of two hundred eighty-four (284) parking spaces and is providing two-hundred and one (201) parking spaces to include Accessible Parking Spaces (ADA) and eighteen (18) bicycle racks. The applicant is requesting approval of a special permit to allow for a 29%, eighty-three (83) stall, parking reduction.

The applicant has conducted a parking study that shows a total of forty-four (44) parking spaces available within 300 feet from the subject property with an average of thirty-five (35) parking spaces available during 8:00 am thru 8:00 pm on daily basis to serve the existing development. The applicant has provided a letter from the Director of Sun Metro indicating that there are existing transit facilities within 1,000 feet of the subject property including one fixed route stop located adjacent to the subject property at JC Machuca Road. Primary access to the existing development is from JC Machuca Road.

COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (EL PASO CITY CODE SECTION 20.14.070.A) – Existing development. Up to a one hundred percent reduction for a use involving an existing structure(s) located within an older neighborhood of the city that is proposed through the rehabilitation, alteration or expansion of the existing structure(s). The applicant shall satisfactorily demonstrate compliance with all of the following conditions:	
Criteria	**Does the Request Comply?**
1. That the structure(s) is located in an older neighborhood of the city that has been legally subdivided and developed for at least thirty years;	Yes. The subject property lies within the Sunland Commercial District Subdivision recorded in 1966 and J.C. Machuca Addition Subdivision recorded in 1972.
2. That the structure(s) does not extend into an area within the property which was previously used to accommodate off-street parking;	Yes. The development has existed on the property since 1975. The proposed redevelopment project will not eliminate any off-street parking.
3. That the off-street parking required for the proposed use of the structure(s) cannot be reasonably accommodated on the property due to the building coverage, whether due to the existing structure or due to a proposed expansion of the existing structure; and	**Yes**. The subject property is occupied by the existing apartment buildings, amenity structures, and parking. It is not possible to accommodate additional parking on the subject property.
4. That no vacant areas exist within three hundred feet of the property where the proposed use is to be located that can be reasonably developed to accommodate the off-street parking requirements.	**Yes**. The applicant has demonstrated that no other vacant properties exist within 300 feet of the property to accommodate the off-street parking requirements.

COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (EL PASO CITY CODE SECTION 20.04.320.D)	
Criteria	**Does the Request Comply?**
1. The proposed development complies, except to the extent waived, varied or modified pursuant to the provisions of this title, with all of the standards and conditions applicable in the zoning district in which it is proposed to be located.	**Yes.** The proposed redevelopment complies with all other applicable zoning requirements. There is no proposal to increase the square footage for existing multifamily development.
2. Furthers *Plan El Paso* and applicable neighborhood plans or policies.	**Yes**. The proposed development is in keeping with the policies of the G-4, Suburban (Walkable) Land Use Designation of *Plan El Paso*, the City's adopted Comprehensive Plan. The proposed redevelopment will reuse and rehabilitate existing multifamily buildings to supplement the limited housing stock.
3. Adequately served by and will not impose an undue burden upon public improvements.	**Yes**. A Parking Study was conducted providing the amount of on-street parking spaces available within 300 feet. The affordable housing experience demonstrates that residents typically do not own automobiles and will continue to use public transportation. Additionally, the subject property fronts onto JC Machuca, a local road being served by public transit.
4. Any impacts of the proposed development on adjacent property are adequately mitigated with the design, proposed construction and phasing of the site development.	No negative impact on adjacent property is anticipated from the redevelopment of the existing multifamily development.
5. The design of the proposed development mitigates substantial environmental problems.	**N/A.** There are no known environmental problems in the area that require mitigation.
6. The proposed development provides adequate landscaping and/or screening where needed.	**Yes.** The proposed development complies with the El Paso City Code Chapter 18.46 (Landscape).
7. The proposed development is compatible with adjacent structures and uses.	**Yes.** The subject property is located in Northwest Planning area, the proposed development is compatible with the surrounding commercial properties.
8. The proposed development is not materially detrimental to the property adjacent to the site.	**N/A.** No impact on adjacent property is anticipated as the proposal is for the redevelopment of an existing development.

COMPLIANCE WITH *PLAN EL PASO* GOALS & POLICIES – When evaluating whether a proposed special permit is in accordance with *Plan El Paso*, consider the following factors:	
Criteria	**Does the Request Comply?**
Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property: **G-4 - Suburban:** This sector applies to modern single use residential subdivisions and office parks, large schools and parks, and suburban shopping centers. This sector is generally stable but would benefit from strategic suburban	**Yes.** The G-4 Suburban (Walkable) designation is compatible with the C-3 (Commercial) zoning districts within its vicinity. The proposed redevelopment contributes additional housing to the area and integrates a neighborhood appropriate scale.

COMPLIANCE WITH *PLAN EL PASO* GOALS & POLICIES – When evaluating whether a proposed special permit is in accordance with *Plan El Paso*, consider the following factors:	
retrofits to supplement the limited housing stock and add missing civic and commercial uses.	
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: **C-3 (Commercial) District:** The purpose of this district is for establishments providing goods or rendering services which are used in support of the community's trade and service establishments and serving multi-neighborhoods. Permit intensities designed to be compatible with each other and to provide for a wide range of types of commercial activity, including light automobile related uses.	**Yes.** The proposed zoning district is compatible with other zoning districts surrounding the property. Properties around the proposed development are zoned C-3 (Commercial) consisting of hotel/motel, carwash facility, and vacant land.
THE PROPOSED PROJECT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	**N/A.** The subject property is not located within any historic districts, other special designations, or study area plans.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested special permit.	No adverse effects are anticipated.
Natural Environment: Anticipated effects on the natural environment.	There are no anticipated effects on the natural environment.
Stability: Whether the area is stable or in transition.	The area is stable and the proposed development is compatible with the existing commercial uses of the surrounding properties.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	N/A. The proposed redevelopment will allow for the continued use of an existing multifamily development.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No objections to the proposed special permit request. There were no adverse comments received. Applicant is responsible for obtaining all applicable permits and approvals prior to construction.

PUBLIC COMMENT: The subject property lies within the Northwest Planning area. Notices were mailed to property owners within 300-feet on July 2, 2021. As of July 8, 2021, Planning has not received any communication in support of or opposition to the special permit request.

RELATED APPLICATIONS: N/A

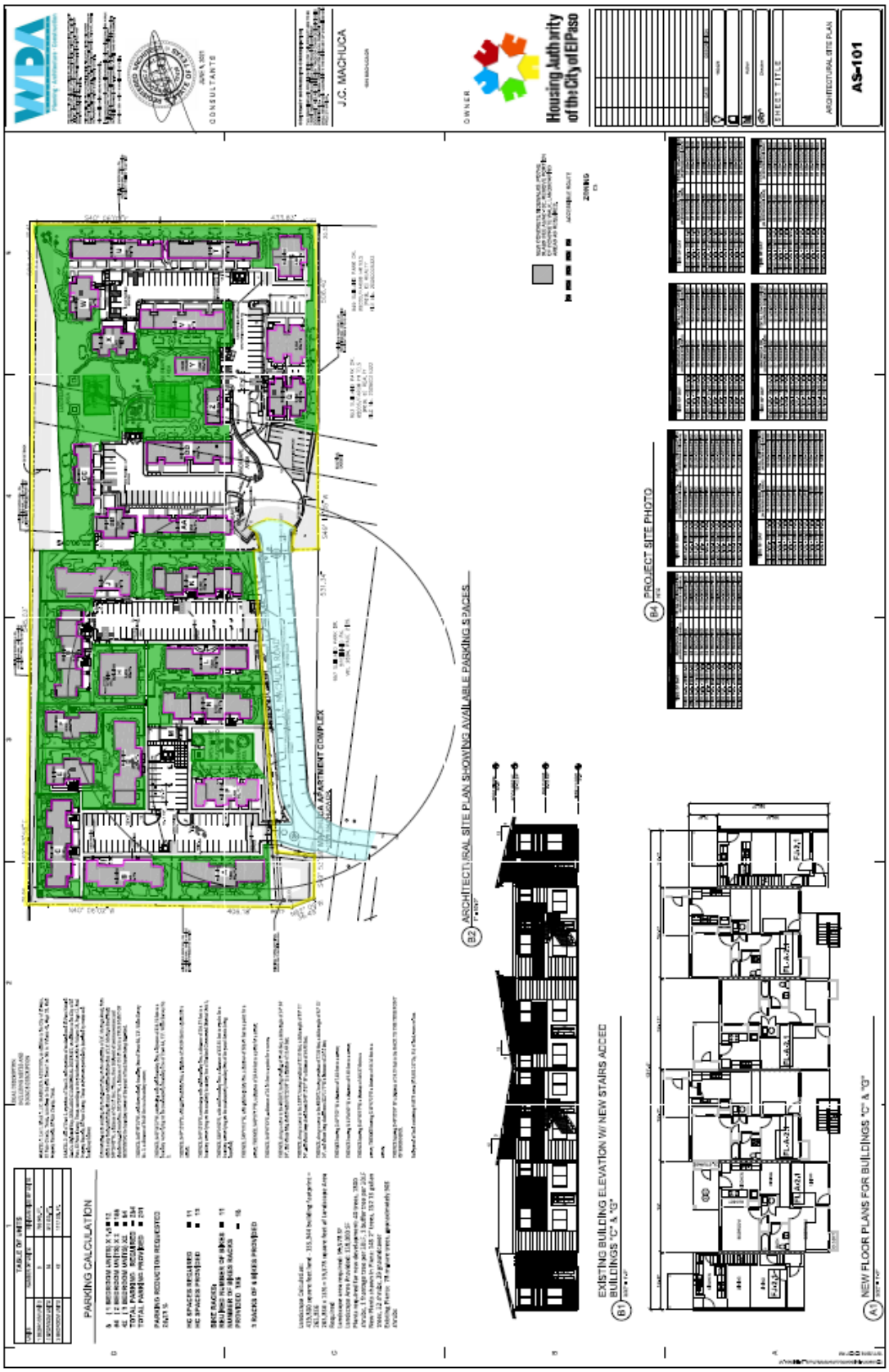
CITY PLAN COMMISSION OPTIONS:
The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

1. **Recommend Approval** of the special permit request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan.
2. **Recommend Approval of the special permit request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.
3. **Recommend Denial** of the special permit request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

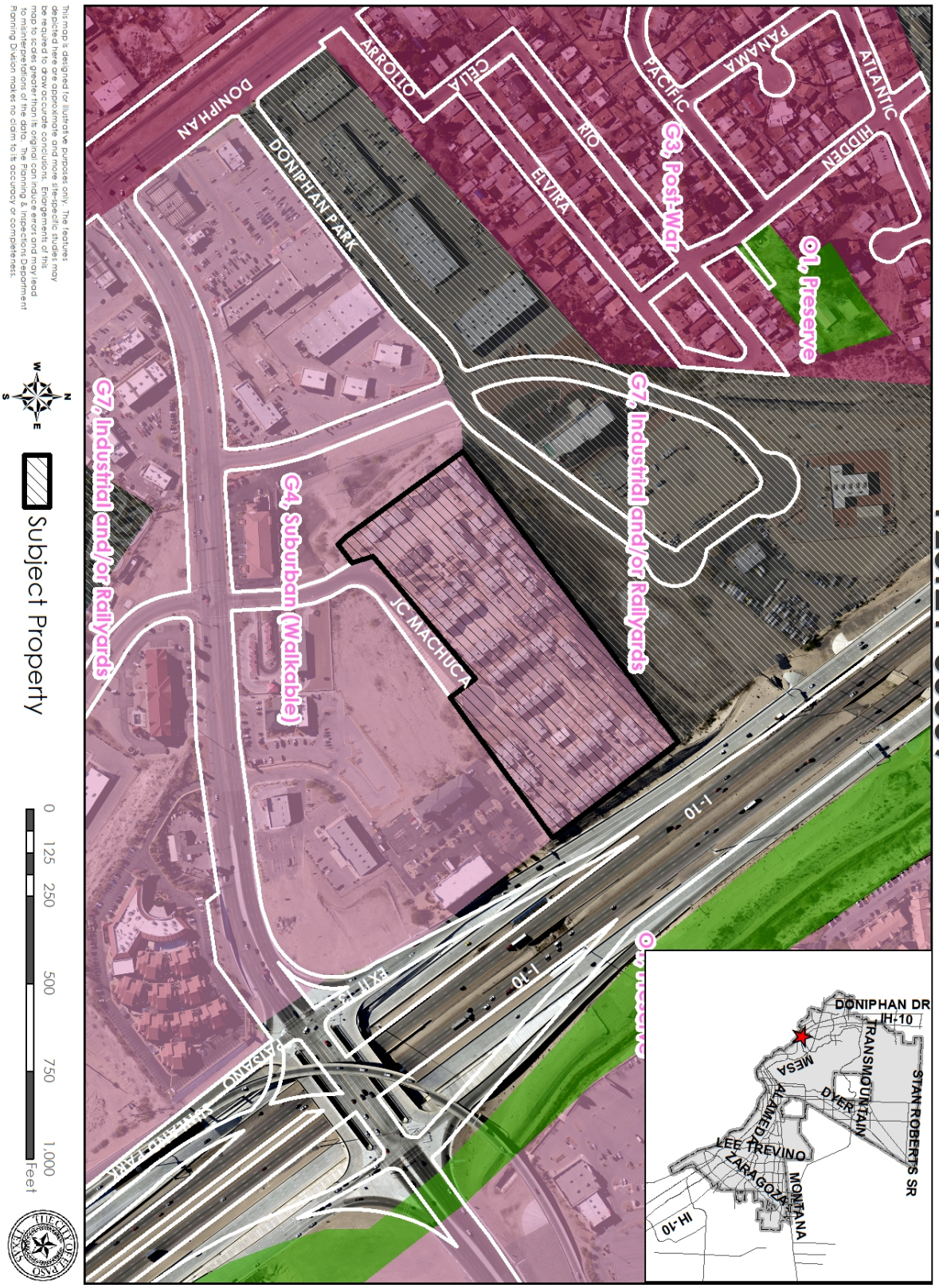
ATTACHMENTS:

1. Detailed Site Plan
2. Future Land Use Map
3. Department Comments
4. Neighborhood Notification Boundary Map
5. Parking Study
6. Letter to the City Plan Commission

ATTACHMENT 1



ATTACHMENT 2



ATTACHMENT 3

Planning and Inspections Department - Planning Division
No objections to the Special Permit

Note:
All existing and/or proposed paths of travel (accessible sidewalks, wheelchair access curb ramps and driveways) located within public rights-of-way shall follow the City of El Paso Design Standards for Construction and be ADA/TAS compliant.

Planning and Inspections Department – Plan Review & Landscaping Division
Recommended approval.

Planning and Inspections Department – Land Development
Approved special permit plan.

Fire Department
No comments received.

Police Department
PD has no concerns with minimizing parking requirements. However, at no point should parking be allowed to flow into the street. This only creates vulnerability for criminal activity, ie. criminal mischief and burglaries. The roadway there dark and is located out of sight and behind a few bars.

911 District
No objections to the Special Permit.

Streets and Maintenance Department
No comments received.

Sun Metro
Recommended approval.

El Paso Water Utilities
EPWater does not object to this request.

Water:
There is an existing 8-inch diameter water main that extends along Machuca Rd. approximately 10 feet north of and parallel to the southern right-of-way line of Machuca Rd. This water main is available for service.

Previous water pressure from fire hydrant #3457, located 905-feet north of the intersection of J C Machuca Rd. and Sunland Park Dr., has yielded a static pressure of 60 psi, a residual pressure of 50 psi, and a discharge of 650 gallons per minute.

Sanitary Sewer:
There is an existing 8-inch diameter sanitary sewer main that extends along Machuca Rd. approximately 20 feet south of and parallel to the northern right-of-way line of Machuca Rd. This sewer main is available for service.

There is an existing 18-inch diameter sanitary sewer main that extends along a PSB easement east of J C Machuca Rd. approximately 5 feet south of and parallel to the northern boundary of this easement. No direct service connections are allowed to this main as per the El Paso Water - Public Service Board Rules & Regulations.

General:
The domestic, fire line and yard meters require separate connections to the public main.

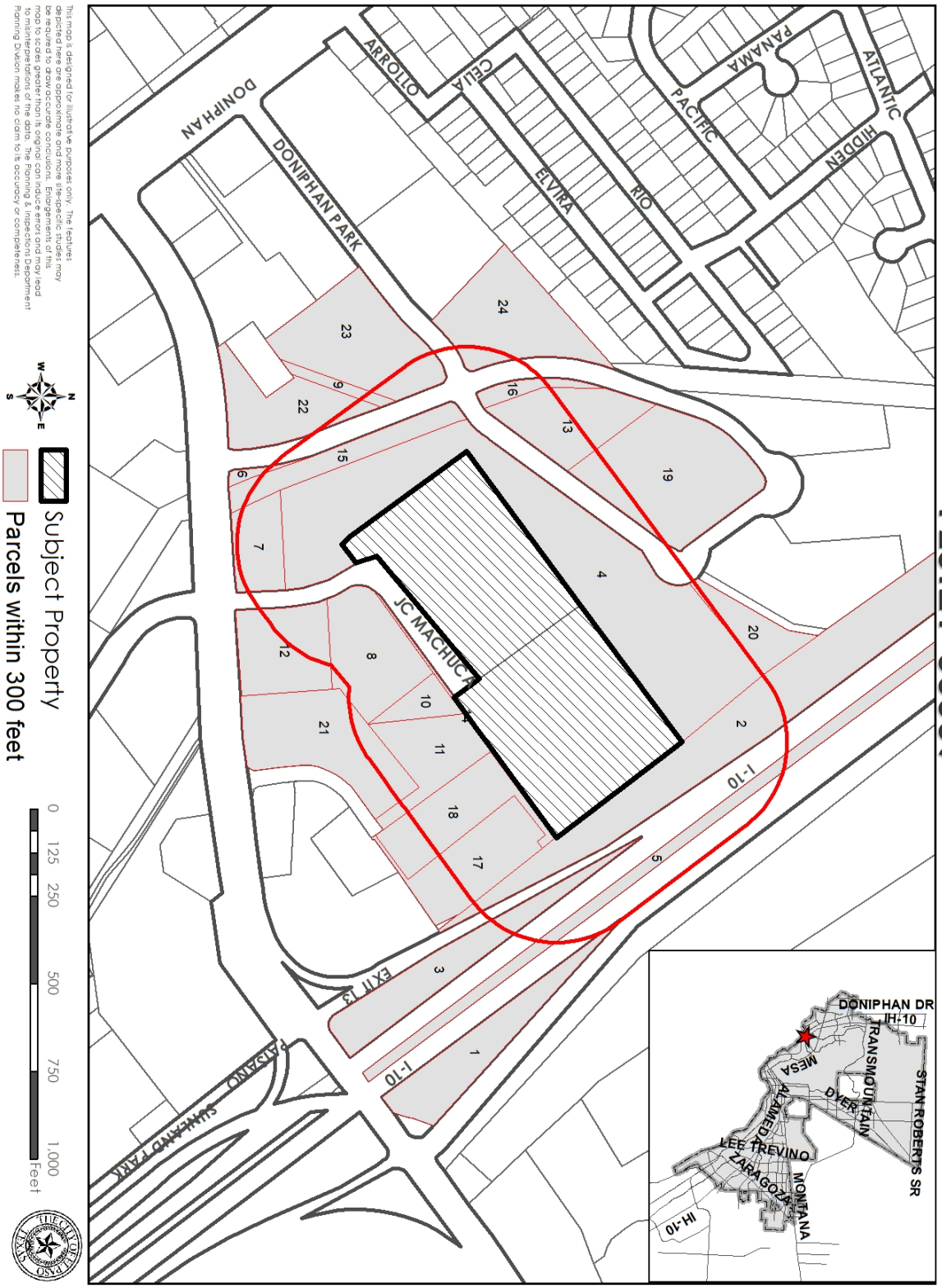
Service to be provided at the entrance of panhandle lot. The Owner is to provide the locations for the water services outside of the driveways. No vehicular traffic is allowed over the water meter boxes.

During the site improvement work, the Owner/Developer shall safeguard all existing water mains, sewer mains, and appurtenant structures. The Owner/Developer shall minimize changes in grade above or near the vicinity of the existing PSB easements/facilities and is responsible for the cost of setting appurtenant structures to final grade.

No building, reservoir, structure, parking stalls or other improvement, other than asphaltic paving (HMAC), shall be constructed or maintained on the above referenced EPWater-PSB easement without the written consent of EPWater-PSB. The Developer shall refrain from constructing rock walls, signs, buildings, curbs or any structure that will interfere with the access to the PSB easements. There shall be at least 5-foot setback from the easement line to any building, sign or structure. All easements dedicated for public water and sanitary sewer facilities shall comply with the EPWater-PSB Easement Policy. The PSB easements shall be improved to allow the operation of EPWater maintenance vehicles. EPWater-PSB requires access to the proposed water, sanitary sewer facilities, appurtenances, and meters within the easement 24 hours a day, seven (7) days a week. An application for water and sanitary sewer services should be made 6 to 8 weeks prior to construction to ensure water for construction work.

New service applications are available at 1154 Hawkins, 3rd Floor. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater – PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

ATTACHMENT 4



ATTACHMENT 5

Parking Study

TABLE OF UNITS		
UNITS	NUMBER OF UNITS	MINIMUM SIZE OF UNITS
1 BEDROOM UNITS	8	796 SQ. FT.
2 BEDROOM UNITS	94	917 SQ. FT.
3 BEDROOM UNITS	42	1117 SQ. FT.

PARKING CALCULATION

8 (1 BEDROOM UNITS) X 1.5 = 12
94 (2 BEDROOM UNITS) X 2 = 188
42 (3 BEDROOM UNITS) X2 = 84
TOTAL PARKING REQUIRED = 284
TOTAL PARKING PROVIDED = 201

PARKING REDUCTION REQUESTED
29.23 %

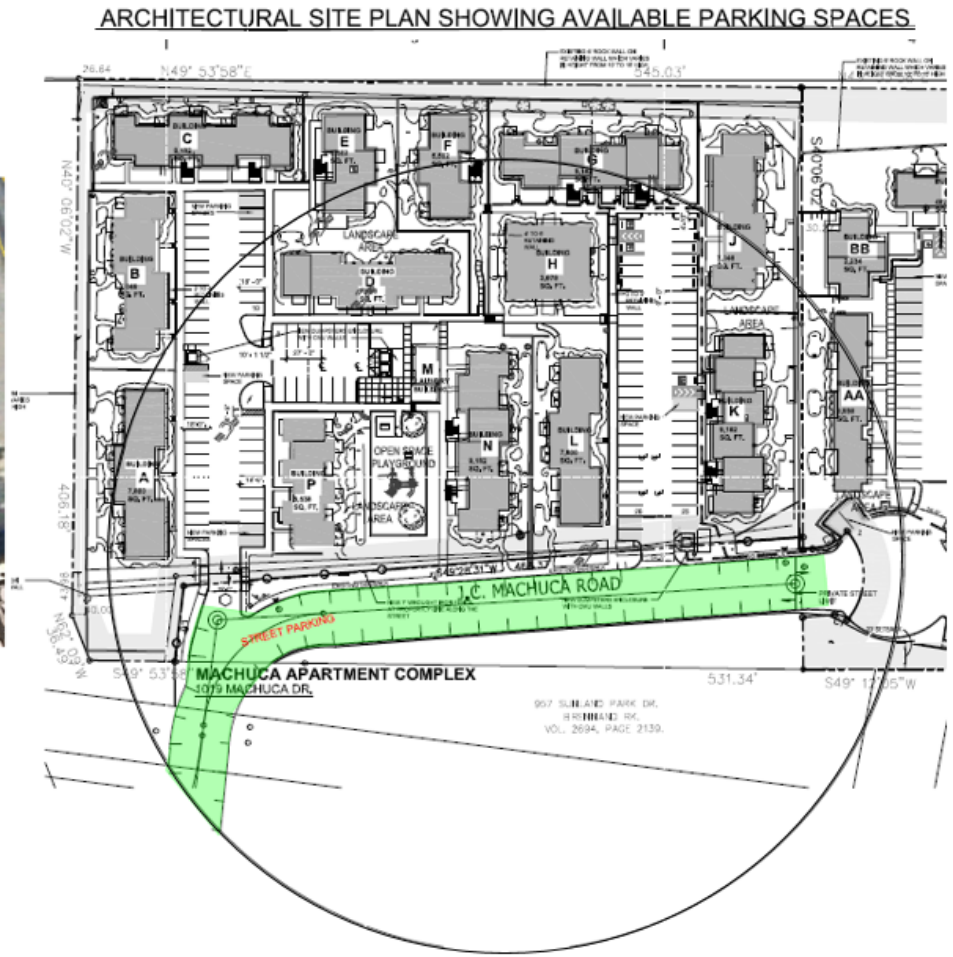
HC SPACES REQUIRED = 11
HC SPACES PROVIDED = 13

BIKE RACKS:
REUIRED NUMBER OF BIKES = 11
NUMBER OF BIKES RACKS
PROVIDED 3X6 = 18

3 RACKS OF 6 BIKES PROVIDED

Parking Study

44 Spaces Available



ATTACHMENT 6

WDA
wright & dalbin
Planning · Architecture · Construction

July 12, 2021

City of El Paso
City Plan Commission
300 N. Campbell
El Paso, TX 79901

RE: Machuca Apartments
1019 Machuca Drive
Special Permit PZST21-00009

We are writing to urge the CPC to support the parking reduction for the Machuca Apartments Renovation Project. Machuca Apartments were constructed for the Housing Authority of the City of El Paso (HACEP) in two phases in 1971 and 1976 with a total of one-hundred-sixty-three (163) on-site parking spaces for one-hundred-twenty-two (122) units.

Due to change in family structure in the last decades, the 1970's four (4) and five (5) bedrooms units are impossible to rent and are proposed to be rehabilitated within their footprints into two (2) bedroom units. These twenty-two (22) additional units represent a total of forty-four (44) spaces for new parking requirement above the Legal Non-Confirming existing conditions. New site design provided for an additional thirty-eight (38) parking spaces. This represents six (6) parking spaces deficit from existing conditions.

This request for 29.23% parking reduction or eighty-three (83) spaces represents calculations as if this development was new with a requirement of two-hundred-eighty-four (284) spaces. With site renovation work, the project has two-hundred-one (201) spaces. There are approximately forty-three (43) available off-site parking spaces on Machuca Drive.

The resident primarily use on-site and off-site parking (Machuca Dr.) during off-peak hours. This property is located behind a commercial development, on top of a hill with Machuca Dr. being a cul-de-sac. There is no through traffic.

The population is comprised of low-income families typical of HACEP public housing properties. A large portion of residents recently relocated to prepare for construction activities would be coming back to this location as per HUD requirements. Most residents do not own a car and use public transportation to go to and from work or school. There is a Sun Metro bus stop on the property along Machuca and EPISD is picking up and dropping students to and from school for over forty (40) years.

For these reasons we feel that this parking reduction request will not increase any on-street parking demand and will be for the benefit of the city and the residents of the Machuca Apartment renovation project.

Sincerely.

Frederic Dalbin
Principal Architect

CC: File

2112 murchison drive . el paso . texas . 79930 . p: 915.533.3777 . www.wrightdalbin.com

1019 & 1039 JC Machuca Road Special Permit

PZST21-00009

Strategic Goal 3.

Promote the Visual Image of El Paso

PZST21-00009

This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.

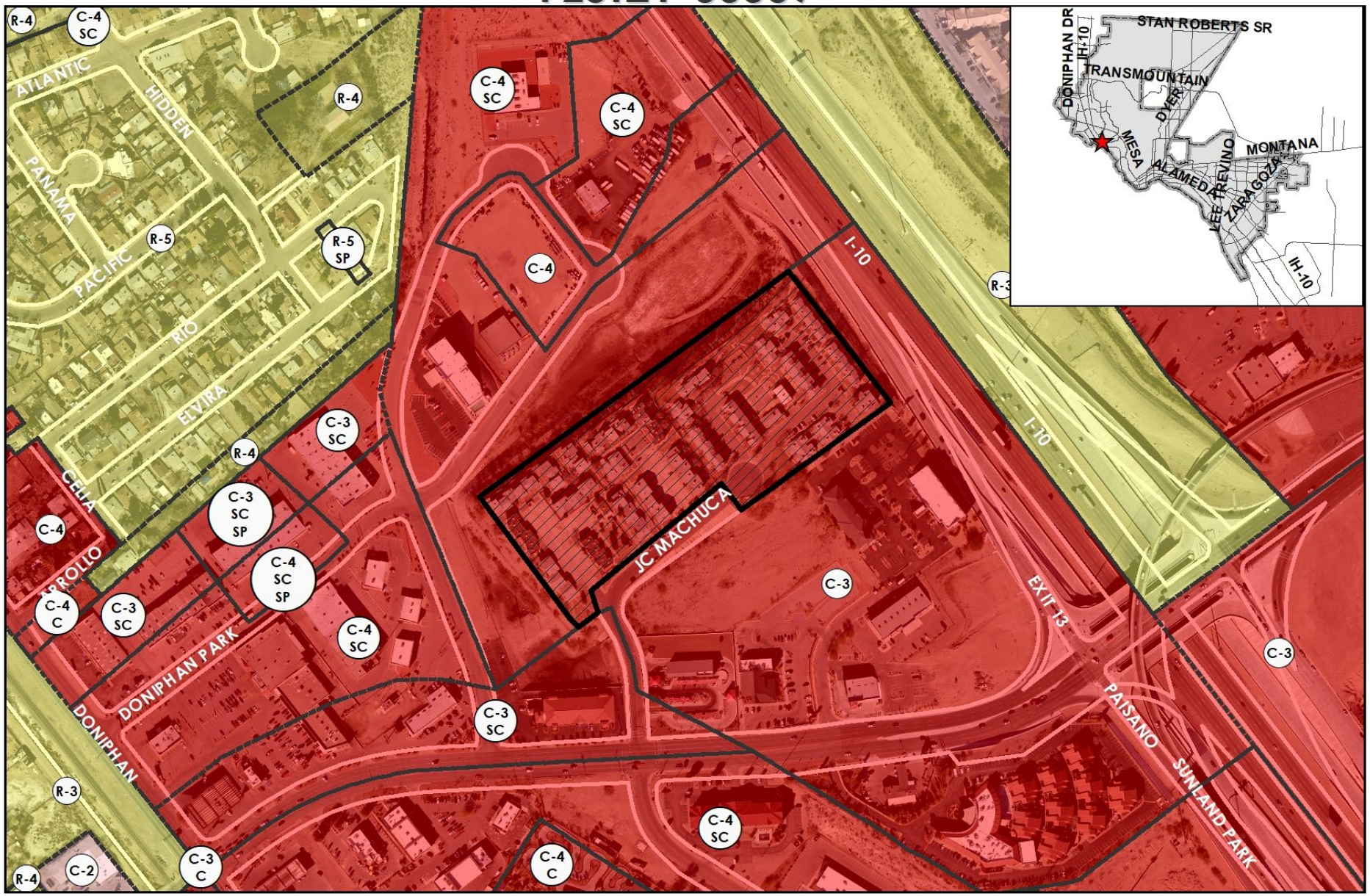
N W E S

Subject Property

0 125 250 500 750 1,000 Feet

Aerial

PZST21-00009



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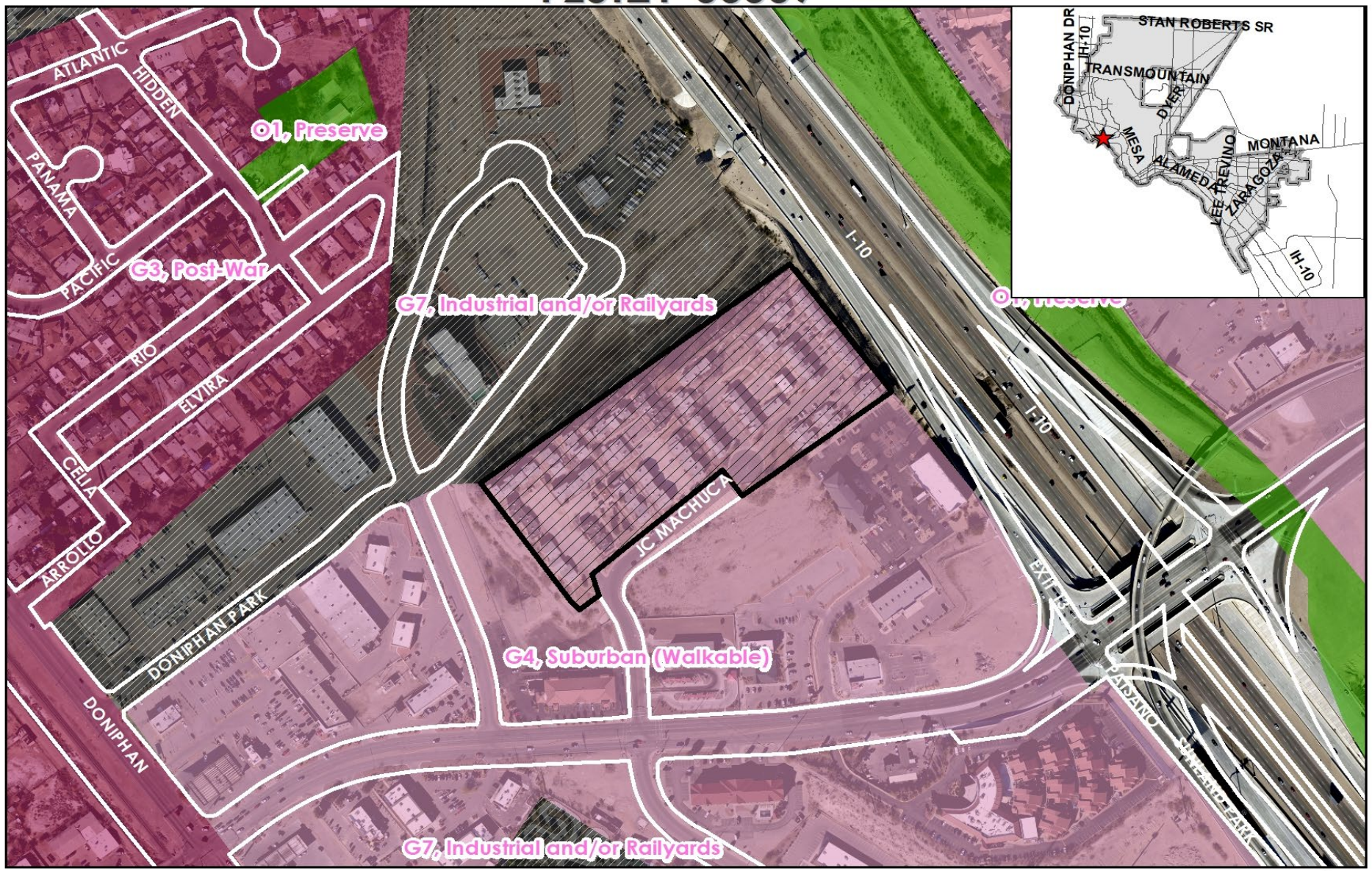
N W E S

Subject Property

0 125 250 500 750 1,000 Feet

Existing Zoning

PZST21-00009



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.

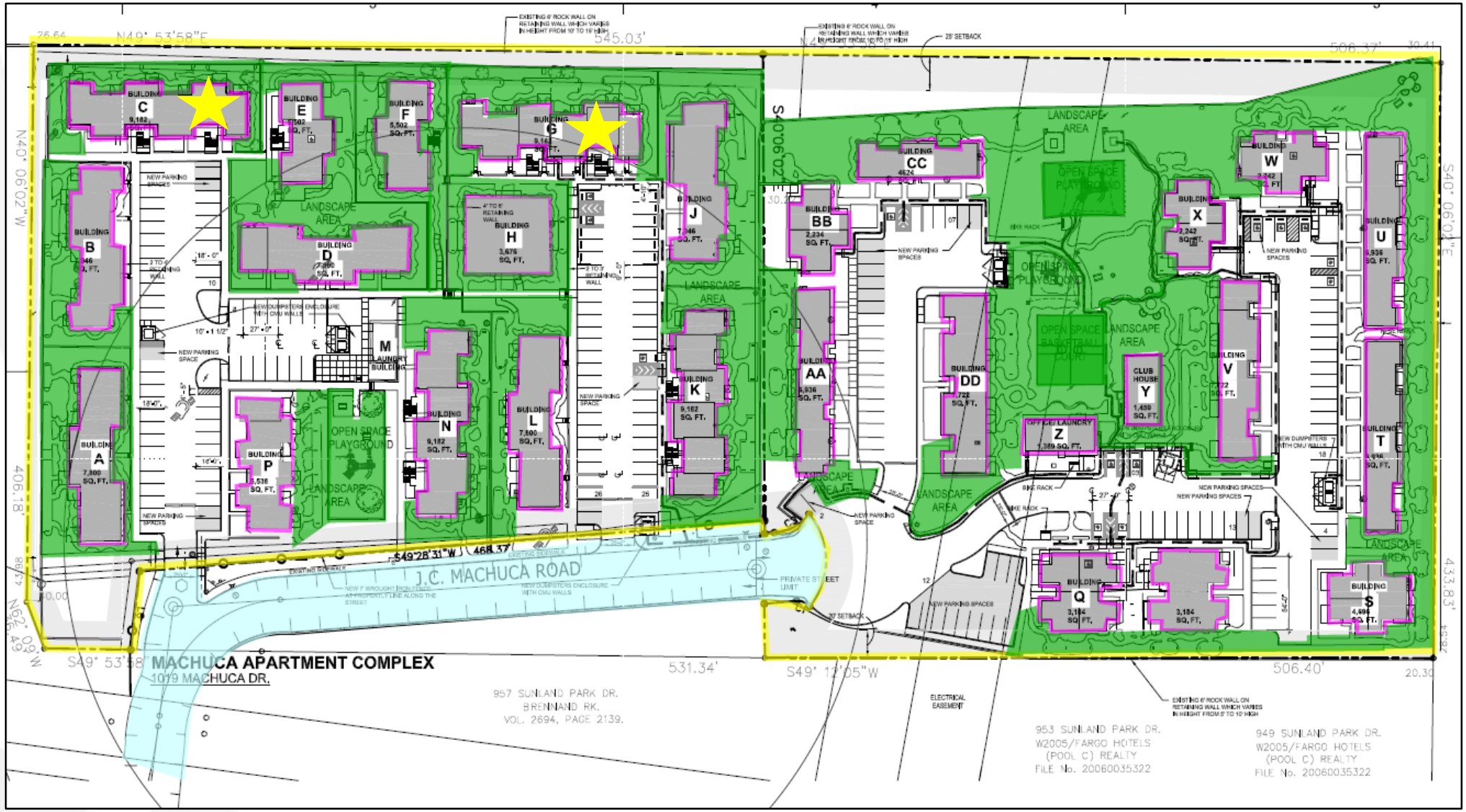
N W E S

Subject Property

0 125 250 500 750 1,000 Feet

Future Land Use

Detail Site Development Plan



Parking Study

TABLE OF UNITS		
UNITS	NUMBER OF UNITS	MINIMUM SIZE OF UNITS
1 BEDROOM UNITS	8	796 SQ. FT.
2 BEDROOM UNITS	94	917 SQ. FT.
3 BEDROOM UNITS	42	1117 SQ. FT.

PARKING CALCULATION

8 (1 BEDROOM UNITS) X 1.5 = 12
94 (2 BEDROOM UNITS) X 2 = 188
42 (3 BEDROOM UNITS) X2 = 84
TOTAL PARKING REQUIRED = 284
TOTAL PARKING PROVIDED = 201

PARKING REDUCTION REQUESTED
29.23 %

HC SPACES REQUIRED = 11
HC SPACES PROVIDED = 13

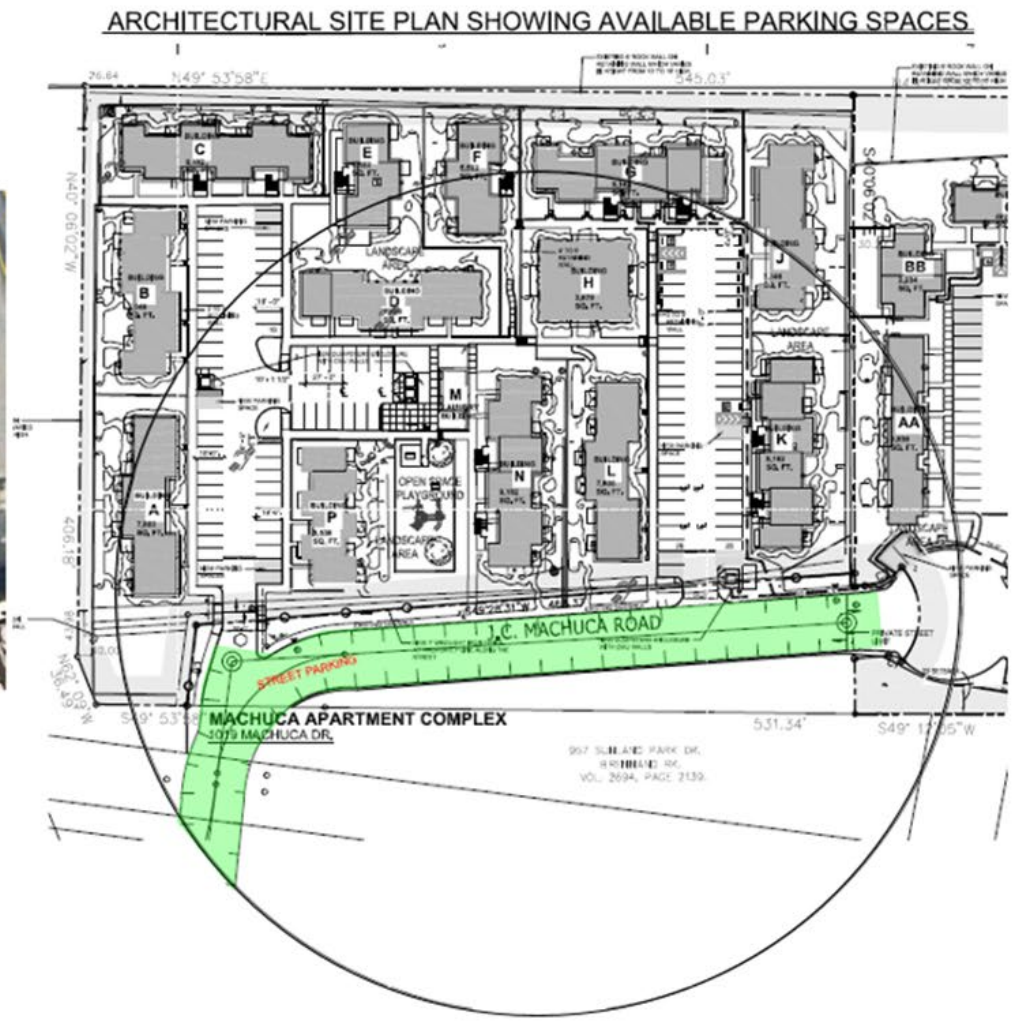
BIKE RACKS:
REUIRED NUMBER OF BIKES = 11
NUMBER OF BIKES RACKS
PROVIDED 3X6 = 18

3 RACKS OF 6 BIKES PROVIDED

Parking Study

Parking Study

44 Spaces Available



Parking Study

Subject Property

Surrounding Development

W

N

S

E

Public Input

- Notices were mailed to property owners within 300-feet on July 2, 2021.
- As of July 8, 2021, Planning has not received any communication in support of or opposition to the special permit request.

Recommendation

Staff recommends APPROVAL of the Special Permit to allow for a 29% parking reduction for additional units within an existing multi-family development.

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

File #: 21-907, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 7
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, David Samaniego, (915) 212-1608

AGENDA LANGUAGE:

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

An Ordinance granting Special Permit No. PZST21-00005 to allow for a professional office on the property described as Lot 7, Block 111C, Vista Del Sol Unit 20 Replat "B", City of El Paso, El Paso County, Texas, pursuant to Section 20.04.320 of the El Paso City Code. The penalty as provided in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 11061 Vista Del Sol Drive
Applicant: Samuel Zermeno PZST21-00005

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

AGENDA DATE: August 17, 2021
PUBLIC HEARING DATE: September 14, 2021

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
David Samaniego, (915) 212-1608

DISTRICT(S) AFFECTED: District 7

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.1 Provide business friendly permitting and inspection processes
3.2 Improve the visual impression of the community

SUBJECT:
An ordinance granting Special Permit No. PZST21-00005 to allow for a professional office on the property described as Lot 7, Block 111C, Vista Del Sol Unit 20 Replat "B", City of El Paso, El Paso County, Texas, pursuant to Section 20.04.320 of the El Paso City Code. The penalty as provided in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 11061 Vista Del Sol Drive
Applicant: Samuel Zermeno PZST21-00005

BACKGROUND / DISCUSSION:
The applicant is requesting a special permit and detailed site development plan approval to allow for a professional office in the A-2 (Apartment) zone district. The City Plan Commission recommended 5-0 to approve the proposed special permit on June 17, 2021. As of August 9, 2021, staff has received one email in support of the special permit request. See attached staff report for additional information.

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division
SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

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

Revised 04/09/2021

ORDINANCE NO. _____

AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST21-00005 TO ALLOW FOR A PROFESSIONAL OFFICE ON THE PROPERTY DESCRIBED AS LOT 7, BLOCK 111C, VISTA DEL SOL UNIT 20 REPLAT "B", CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.04.320 OF THE EL PASO CITY CODE. THE PENALTY BEING AS PROVIDED IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, Samuel Zermeno has applied for a Special Permit under Section 20.04.320 of the El Paso City Code to allow for a Professional office; and,

WHEREAS, a report was made by the City Plan Commission and a public hearing was held regarding such application; and,

WHEREAS, the City Plan Commission has recommended approval of the subject Special Permit; and

WHEREAS, the subject Special Permit has been submitted to the City Council of the City of El Paso for review and approval; and

WHEREAS, the City Council of the City of El Paso finds that the application conforms to all requirements of Section 20.04.320 of the El Paso City Code.

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

1. That the property described as follows, is in a A-2 (Apartment) District:
Lot 7, Block 111C, Vista Del Sol Unit 20 Replat "B", 11061 Vista Del Sol Drive;, City of El Paso, El Paso County, Texas; and,

2. That the City Council hereby grants a Special Permit under Section 20.04.320 of the El Paso City Code to allow for Professional office on the property described in Paragraph 1 of this Ordinance; and,

3. That this Special Permit is issued subject to the development standards in the A-2 (Apartment) District regulations and is subject to the approved Detailed Site Development Plan signed by the Applicant, the City Manager and the Executive Secretary to the City Plan Commission. A copy of this plan is attached hereto as Exhibit "A" and is incorporated herein by reference for all purposes; and,

4. That if at any time the Applicant fails to comply with any of the requirements of this Ordinance, Special Permit No. PZST21-00005, shall be subject to termination; construction or occupancy shall be discontinued; and the Applicant shall be subject to the penalty provisions of Chapter 20.24 and any other legal or equitable remedy; and,

5. That the Applicant shall sign an Agreement incorporating the requirements of this Ordinance. Such Agreement shall be signed and filed with the Zoning Administrator and the Executive Secretary to the City Plan Commission before building permits are issued.

ADOPTED this ___ day of _____, 2021.

THE CITY OF EL PASO

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Wendi N. Vineyard
Wendi Vineyard
Assistant Attorney

APPROVED AS TO CONTENT:

Philip Etiwe
Philip F. Etiwe, Director
Planning & Inspections Department

AGREEMENT

Samuel Zermeno, the Applicant referred to in the above Ordinance, hereby agrees to develop the above-described property in accordance with the approved Detailed Site Development Plan attached to same Ordinance, and in accordance with the standards identified in the A-2 (Apartment) District regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this 1st day of July, 2021.

Samuel Zermeno
(Signature)

Samuel Zermeno
(Name/Title)

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this 1st day of July, 2021, by Jesusita Zacarias for Samuel Zermeno as Applicant.
(Seal)

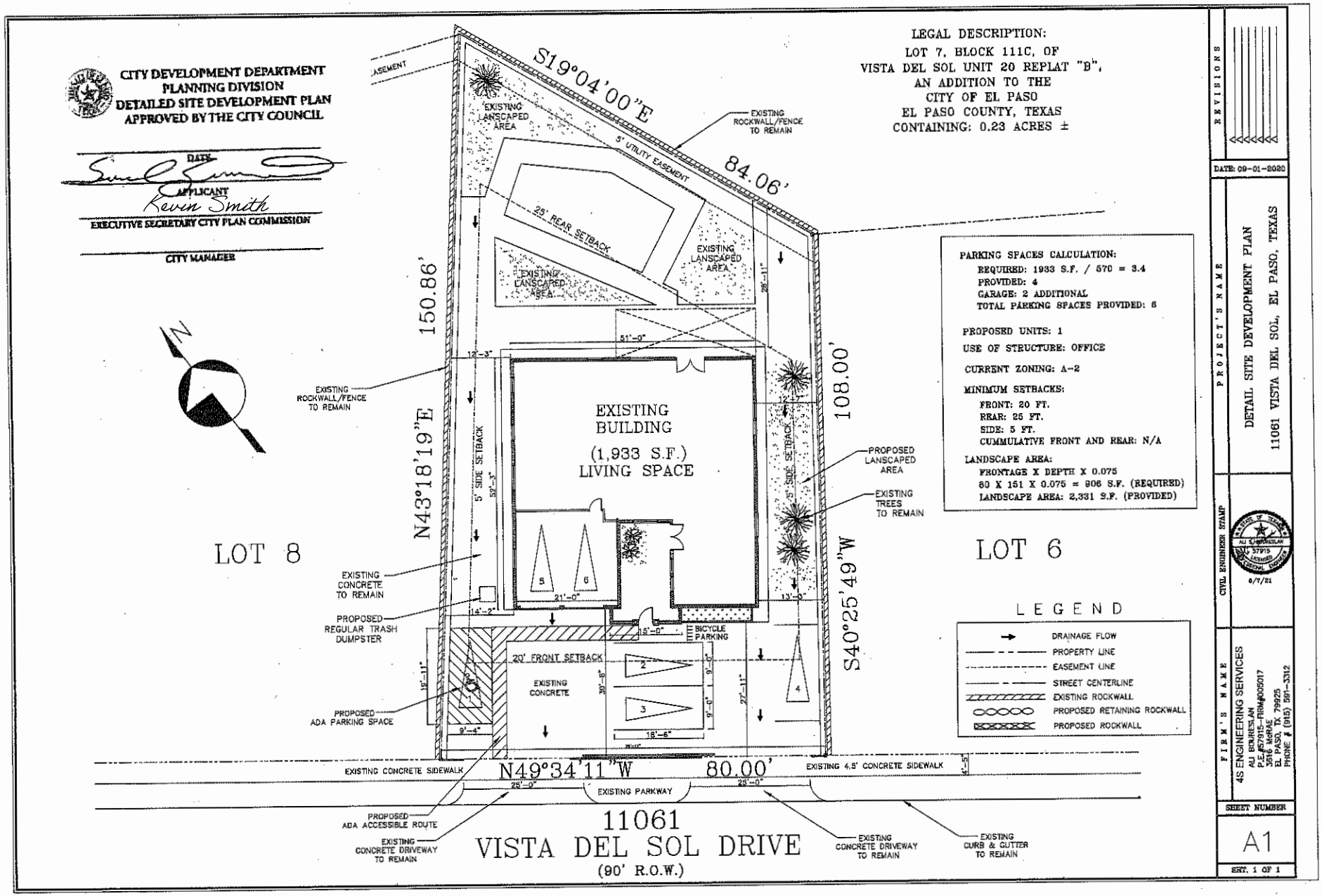
Notary Public, State of Texas
Signature

Jesusita Zacarias
Printed or Typed Name

My Commission Expires:
02/21/2022

JESUSITA ZACARIAS
Notary Public, State of Texas
Comm. Expires 02-21-2022
Notary ID 128102505

EXHIBIT "A"


CITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION
DETAILED SITE DEVELOPMENT PLAN
APPROVED BY THE CITY COUNCIL
DATE
APPLICANT
Kevin Smith
EXECUTIVE SECRETARY CITY PLAN COMMISSION
CITY MANAGER
LEGAL DESCRIPTION:
LOT 7, BLOCK 111C, OF
VISTA DEL SOL UNIT 20 REPLAT "B",
AN ADDITION TO THE
CITY OF EL PASO
EL PASO COUNTY, TEXAS
CONTAINING: 0.23 ACRES ±
S19°04'00"E
84.06'
5' UTILITY EASEMENT
EXISTING ROCKWALL/FENCE TO REMAIN
EXISTING LANSCAPED AREA
25' REAR SETBACK
150.86'
N43°18'19"E
108.00'
S40°25'49"W
EXISTING BUILDING
(1,933 S.F.)
LIVING SPACE
5' SIDE SETBACK
PROPOSED LANSCAPED AREA
EXISTING TREES TO REMAIN
EXISTING ROCKWALL/FENCE TO REMAIN
LOT 8
LOT 6
EXISTING CONCRETE TO REMAIN
PROPOSED REGULAR TRASH DUMPSTER
BICYCLE PARKING
20' FRONT SETBACK
EXISTING CONCRETE
PROPOSED ADA PARKING SPACE
PARKING SPACES CALCULATION:
REQUIRED: 1933 S.F. / 570 = 3.4
PROVIDED: 4
GARAGE: 2 ADDITIONAL
TOTAL PARKING SPACES PROVIDED: 6
PROPOSED UNITS: 1
USE OF STRUCTURE: OFFICE
CURRENT ZONING: A-2
MINIMUM SETBACKS:
FRONT: 20 FT.
REAR: 25 FT.
SIDE: 5 FT.
CUMMULATIVE FRONT AND REAR: N/A
LANDSCAPE AREA:
FRONTAGE X DEPTH X 0.075
80 X 151 X 0.075 = 906 S.F. (REQUIRED)
LANDSCAPE AREA: 2,331 S.F. (PROVIDED)
LEGEND
DRAINAGE FLOW
PROPERTY LINE
EASEMENT LINE
STREET CENTERLINE
EXISTING ROCKWALL
PROPOSED RETAINING ROCKWALL
PROPOSED ROCKWALL
EXISTING CONCRETE SIDEWALK
N49°34'11"W
80.00'
EXISTING 4.5' CONCRETE SIDEWALK
EXISTING PARKWAY
PROPOSED ADA ACCESSIBLE ROUTE
EXISTING CONCRETE DRIVEWAY TO REMAIN
11061
VISTA DEL SOL DRIVE
(90' R.O.W.)
EXISTING CONCRETE DRIVEWAY TO REMAIN
EXISTING CURB & GUTTER TO REMAIN
REVISIONS
DATE: 09-01-2020
PROJECT'S NAME
DETAIL SITE DEVELOPMENT PLAN
11061 VISTA DEL SOL, EL PASO, TEXAS
CIVIL ENGINEER STAMP
AU SAMARRIPAS
57915
LICENSED PROFESSIONAL ENGINEER
6/7/21
FIRM'S NAME
4S ENGINEERING SERVICES
AU SAMARRIPAS
2501 E. MLK, STE. F
EL PASO, TX 79925
PHONE # (915) 591-3312
SHEET NUMBER
A1
SHT. 1 OF 1

11061 Vista Del Sol Dr,

City Plan Commission — June 17, 2021 - REVISED

CASE NUMBER:	**PZST21-00005**
CASE MANAGER:	David Samaniego, 915-212-1608, SamaniegoDC@elpasotexas.gov
PROPERTY OWNER:	Samuel Zermeno
REPRESENTATIVE:	Samuel Zermeno
LOCATION:	11061 Vista Del Sol Dr. (District 7)
PROPERTY AREA:	0.23 acres
EXISTING ZONING:	A-2 (Apartment)
REQUEST:	Special Permit to allow for a professional office in the A-2 (Apartment) zone district
RELATED APPLICATIONS:	None
PUBLIC INPUT:	No support or opposition received

SUMMARY OF REQUEST: The applicant is requesting a special permit and the approval of a detailed site development plan to allow for a professional office in an A-2 (Apartment) zone district.

SUMMARY OF RECOMMENDATION: Planning recommends **APPROVAL** of the special permit request and detailed site development plan as it complies with El Paso City Code Sections 20.04.260 and 20.04.320 – Special Permit, and 20.04.150, Detailed Site Development Plan. Further, the special permit request meets the intent of the G4, Suburban (Walkable) land use designation of *Plan El Paso*, the City of El Paso's Comprehensive Plan in the Eastside Planning area.

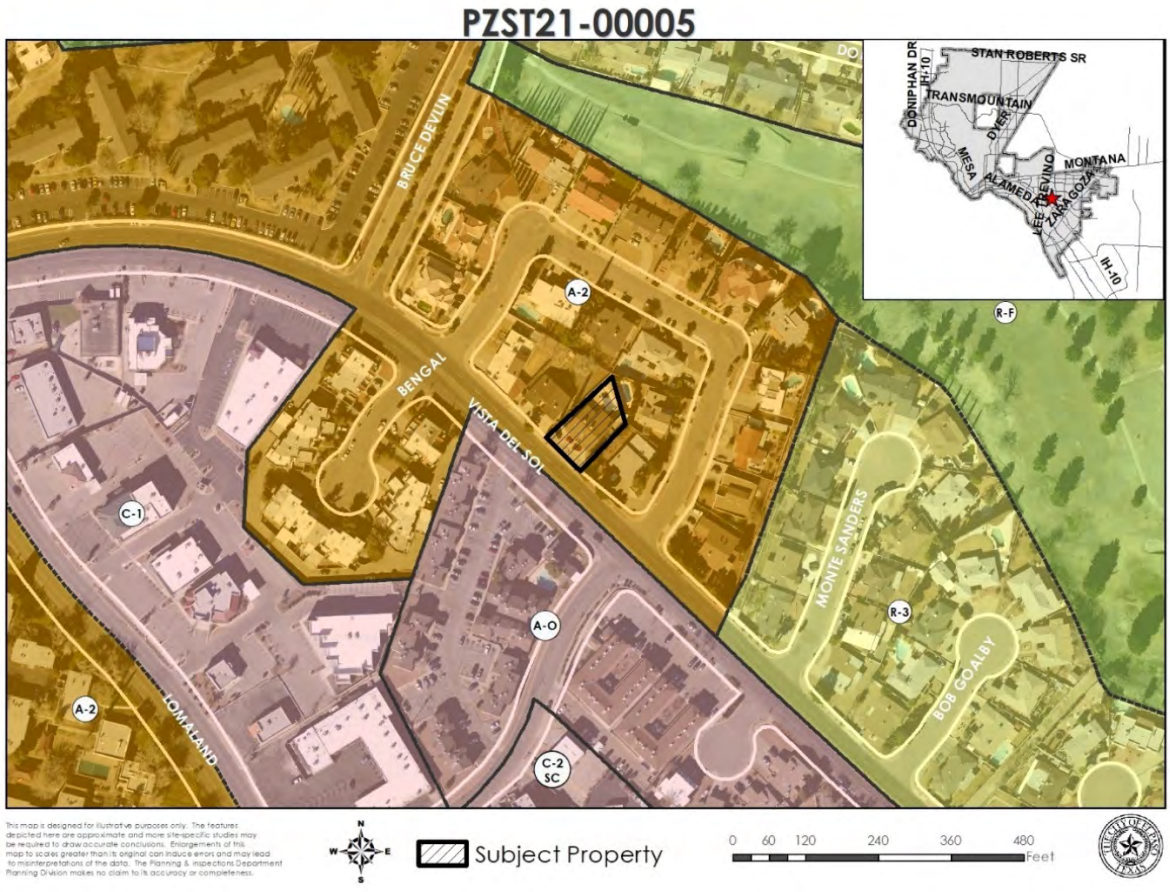


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting a special permit and detailed site development plan approval to allow for a professional office in the A-2 (Apartment) zone district. The property is located at 11061 Vista Del Sol Drive within the Eastside Planning Area. The detailed site development plan shows an existing 1,933 square-foot home, with a maximum height of 18-feet, proposed to be converted into a professional office. A professional office is a permitted use in the A-2 (Apartment) zone district with an approved Special Permit. The development requires a minimum of three (3) parking spaces and the applicant is providing four (4) parking spaces and a bicycle rack – three (3) spaces. The detailed site development plan complies with all other density and dimensional standards. Access to the subject property is proposed from Vista Del Sol Drive.

COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (EL PASO CITY CODE SECTION 20.04.320.D)	
Criteria	**Does the Request Comply?**
1. The proposed development complies, except to the extent waived, varied or modified pursuant to the provisions of this title, with all of the standards and conditions applicable in the zoning district in which it is proposed to be located.	Yes, the existing development, as shown on the detailed site development plan, complies with all density and dimensional standards for the A-2 (Apartment) zone district. A professional office is a permitted use in the A-2 (Apartment) district with an approved Special Permit by City Council.
2. Furthers *Plan El Paso* and applicable neighborhood plans or policies.	Yes. No new construction is proposed. In addition, the request complies with the recommendations of *Plan El Paso* and the G4, Suburban (Walkable) land use designation.
3. Adequately served by and will not impose an undue burden upon public improvements.	Yes. The development meets the parking requirements for the intended use. Access to the subject property is from Vista Del Sol Dr. – a minor arterial road – adequate to serve a professional office.
4. Any impacts of the proposed development on adjacent property are adequately mitigated with the design, proposed construction and phasing of the site development.	Yes. There are no adverse effects anticipated from the proposed special permit. The existing infrastructure will support the mix of uses for the surrounding properties. No new construction is being proposed on the subject property.
5. The design of the proposed development mitigates substantial environmental problems.	Yes. The subject property does not involve greenfield/environmentally sensitive land or arroyo disturbance.
6. The proposed development provides adequate landscaping and/or screening where needed.	Yes. The development will comply with landscaping ordinance requirement of Title 18.46 of the *El Paso City Code.*
7. The proposed development is compatible with adjacent structures and uses.	Yes. The existing building configuration is similar to other properties in the immediate area. The proposed use of "professional office" is compatible with the surrounding uses: single-family dwellings, duplexes, multi-family, and light-intensity commercial uses – all accessed via Vista Del Sol Dr.
8. The proposed development is not materially detrimental to the property adjacent to the site.	Yes. No new construction is proposed. There are no negative impacts anticipated from the proposed office use on the adjacent residential development.

COMPLIANCE WITH *PLAN EL PASO* GOALS & POLICIES – When evaluating whether a proposed special permit is in accordance with *Plan El Paso*, consider the following factors:	
Criteria	**Does the Request Comply?**
Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property: **G-4, Suburban (Walkable)**: This sector applies to modern single-use residential subdivisions and office parks, large schools and parks, and suburban shopping centers. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.	Yes. The subject property is located in an area of low intensity commercial uses, along with a mix of multi-family, duplexes, detached, single-family dwellings, and professional office uses.
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: **A-2 (Apartment) District:** The purpose of the district is to promote and preserve residential development within the city associated with a landscape more urban in appearance and permitting a mixture of housing types. It is intended that the district regulations allow for medium densities of dwelling units supported by higher intensity land uses located at the periphery of single-family neighborhoods providing that the overall character and architectural integrity of the neighborhood is preserved. The regulations of the districts will permit building types designed for transition from areas of low-density residential neighborhoods to other residential areas, and certain nonresidential uses and support facilities.	Yes. A professional office is a permitted use in the A-2 (Apartment) zone district, subject to an approved special permit, and is in character with the surrounding area. The development will not result in an increase in density.
THE PROPOSED PROJECT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	N/A. The property is not located within any historic districts or specially designated areas.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	No adverse effects are anticipated. The development configurations are already existing and are similar to other properties in the surrounding areas.
Natural Environment: Anticipated effects on the natural environment.	The subject property does not involve greenfield/environmentally sensitive land or arroyo disturbance.

COMPLIANCE WITH *PLAN EL PASO* GOALS & POLICIES – When evaluating whether a proposed special permit is in accordance with *Plan El Paso*, consider the following factors:	
Stability: Whether the area is stable or in transition.	The area is stable and the proposed development is compatible with the existing A-2 (Apartment) zoning and uses of the surrounding properties.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	The proposed development is within an older, stable area of the city comprised of single-family dwellings, duplexes, multi-family housing, and light-intensity commercial uses.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: Access to the subject property is proposed from Vista Del Sol Drive, which is designated as a minor arterial street on the City of El Paso's Major Thoroughfare Plan. The minor arterial classification It is appropriate to serve commercial development. Access is served from Vista Del Sol Drive. Existing services and infrastructure are adequate to serve a professional office.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No objections to proposed special permit. There were no adverse comments received. Applicant is responsible for obtaining all applicable permits and approvals prior to construction.

PUBLIC COMMENT: The subject property lies within the boundaries of the Eastside Civic Association. Public notices were mailed to all property owners within 300 feet of the subject property on June 2, 2021. As of June 10, 2021, the Planning Division has received no comment in support of or opposition to the special permit request.

RELATED APPLICATIONS: N/A

CITY PLAN COMMISSION OPTIONS:

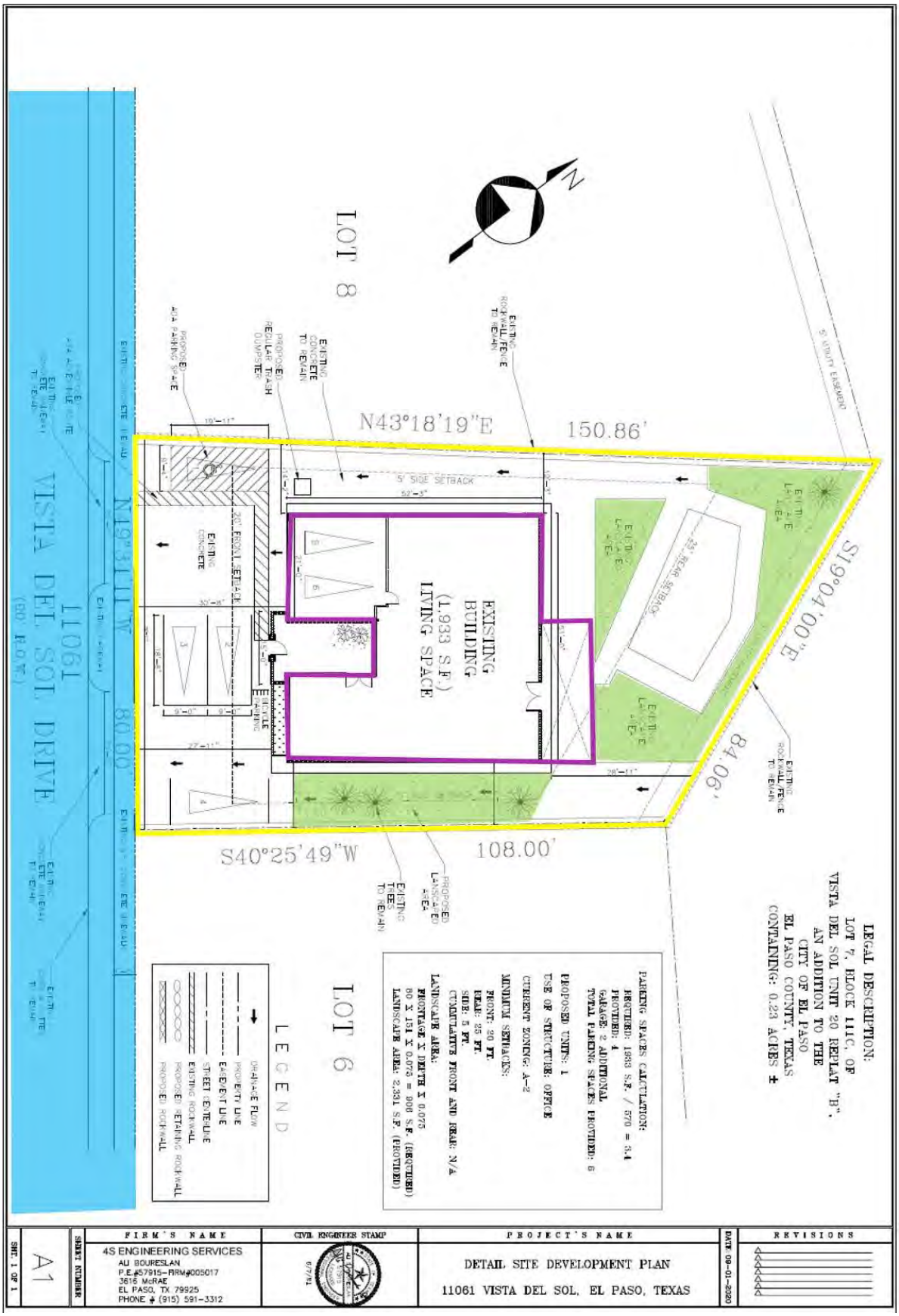
The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

1. **Recommend Approval** of the special permit request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
2. **Recommend Approval of the special permit request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.
3. **Recommend Denial** of the special permit request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

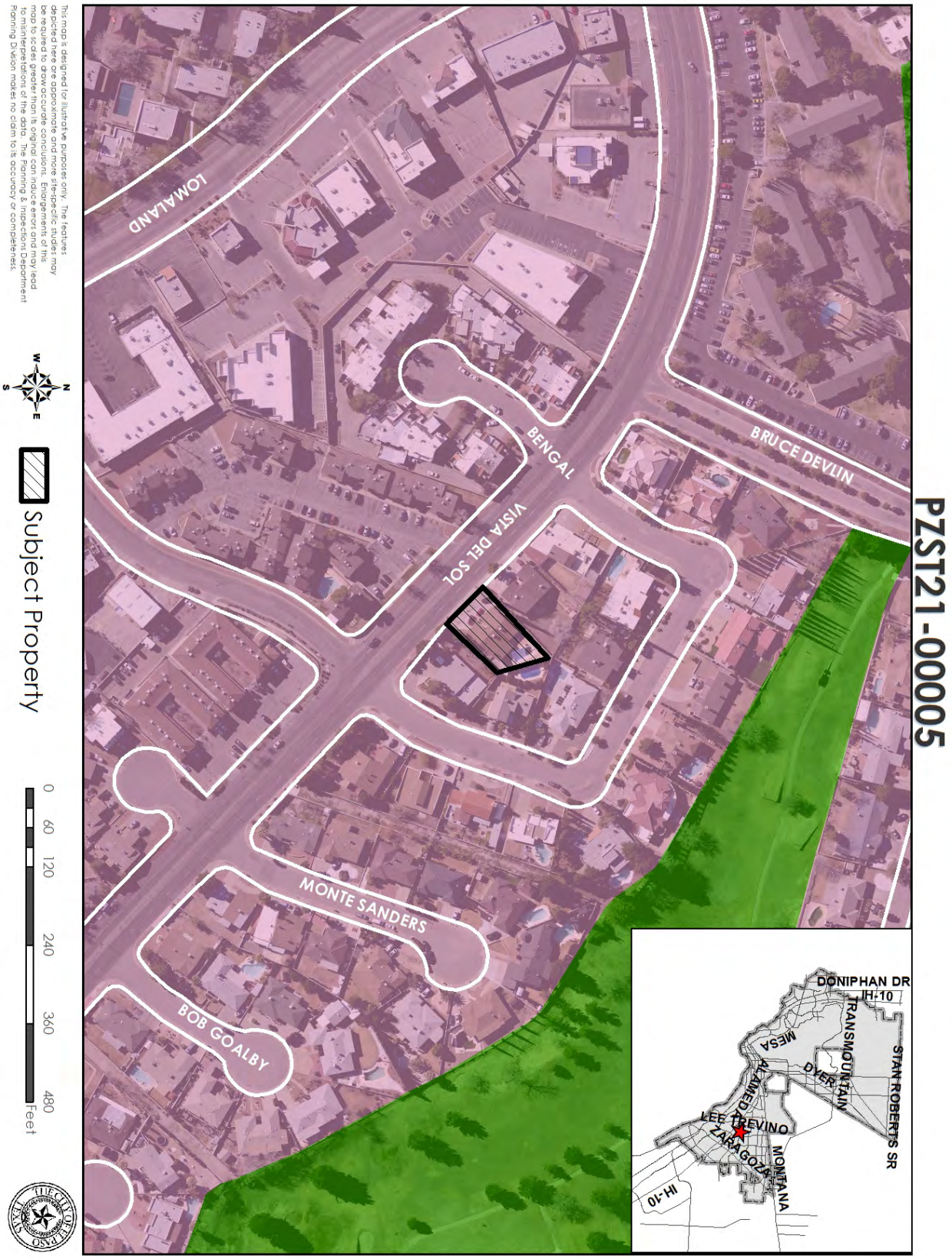
ATTACHMENTS:

1. Detailed Site Plan
2. Future Land Use Map
3. Department Comments
4. Neighborhood Notification Boundary Map
5. Emails of Inquiry/Support

ATTACHMENT 1



ATTACHMENT 2



ATTACHMENT 3

Planning and Inspections Department – Planning Division

Recommend approval of the special permit request.

Texas Department of Transportation

Subdivision is not abutting TxDOT right-of-way.

Planning and Inspections Department – Plan Review

No comments received.

Planning and Inspections Department – Landscaping Division

Revisions approved without conditions.

Planning and Inspections Department – Land Development

1. Dimension widths for proposed driveways. They must be between 25'– 35' feet wide as per DSC 6-16.
2. Driveway aprons shall not encroach past property lines into abutting properties.

*Comment shave been addressed on revised DSDP – Planning.

Fire Department

Recommend approval – no adverse comments.

Police Department

No comments received

Sun Metro

No comments received

El Paso Water

General:

No comments received.

Stormwater:

El Paso Water - SW has reviewed the case distribution described above and has no objections to the proposal.

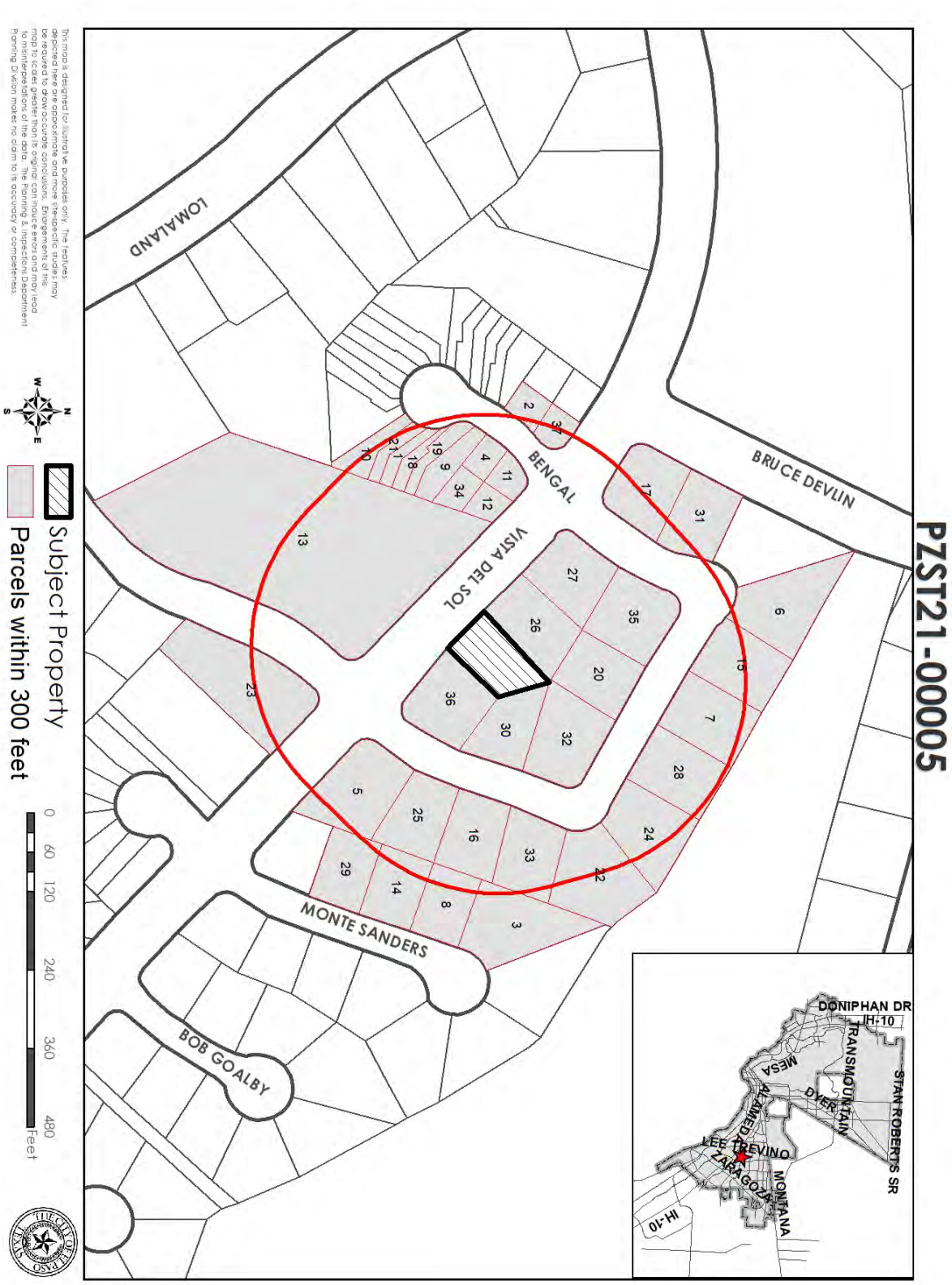
Streets and Maintenance

No comments – SAM.

911

No objection.

ATTACHMENT 4



ATTACHMENT 5

EL PASO VETERANS & RIDERS ASSOCIATION (EPVRA)
11705 Bunky Henry Lane
El Paso, TX 79936-5560
915-790-3930
Email: epvra@yahoo.com

June 9, 2021

Planning and Inspections
El Paso City Hall
300 N. Campbell
El Paso, Texas 79901

Greetings,

This letter is in support of Mr. Sam Zermeno, Attorney At Law, being allowed to covert the house located at 11061 Vista Del Sol, El Paso, Texas 79936 from a residence into his office.

Mr. Zermeno has devoted countless hours in support of El Paso's Veterans, their families and the community. Not only has he and his dedicated staff personally helped distribute food, clothing and other necessities, he has allowed us to utilize his office to conduct meetings and briefings to local, state and other entities. He has done this at no cost. Much of the El Paso Veterans & Riders Association (EPVRA) successful operations have been coordinated at and through his office.

Mr. Zermeno is a Navy Veteran who loves his country and community and continues to support more than expected. His willingness to support us is truly and deeply appreciated.

The EPVRA is requesting that you please approve his request, not just for him, but on behalf of our Veterans and our community.

Should you have any questions please call me at 915-790-3930.

Sincerely,
Darrell G. Mond
Darrell G. Mond
President, EPVRA

Letter ID: SZ06092021

Wed 6/16/2021 1:08 PM

rbpromos@att.net

Case: PZST21-00005

To Samaniego, David C.

You replied to this message on 6/16/2021 1:33 PM.

Phish Alert V2 + Get more

Madalyn M. Richardson
11057 Vista Del Sol Dr.
El Paso, Texas 79935

Concerns are clients parking on my property, which I have had this issue before.
Clients parking around Bengal Dr., which is a very quiet small street.

I agreed to Mr. Zermeno opening his office at 11061 Vista Del Sol Dr., which is next door to my property, on the condition that these conditions were met. Since months have passed, I wanted to know if his intentions remain the same.

I would like to know if Mr. Zermeno still plans to limit his clients to appointment only scheduling?
Will his clients have available parking on the premises and will they be instructed to do so, if he does?

Thank you very much for your time,
Madalyn M. Richardson

ITEM 12

11061 Vista Del Sol Dr. Special Permit

PZST21-00005

Strategic Goal 3.

Promote the Visual Image of El Paso

PZST21-00005

This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.

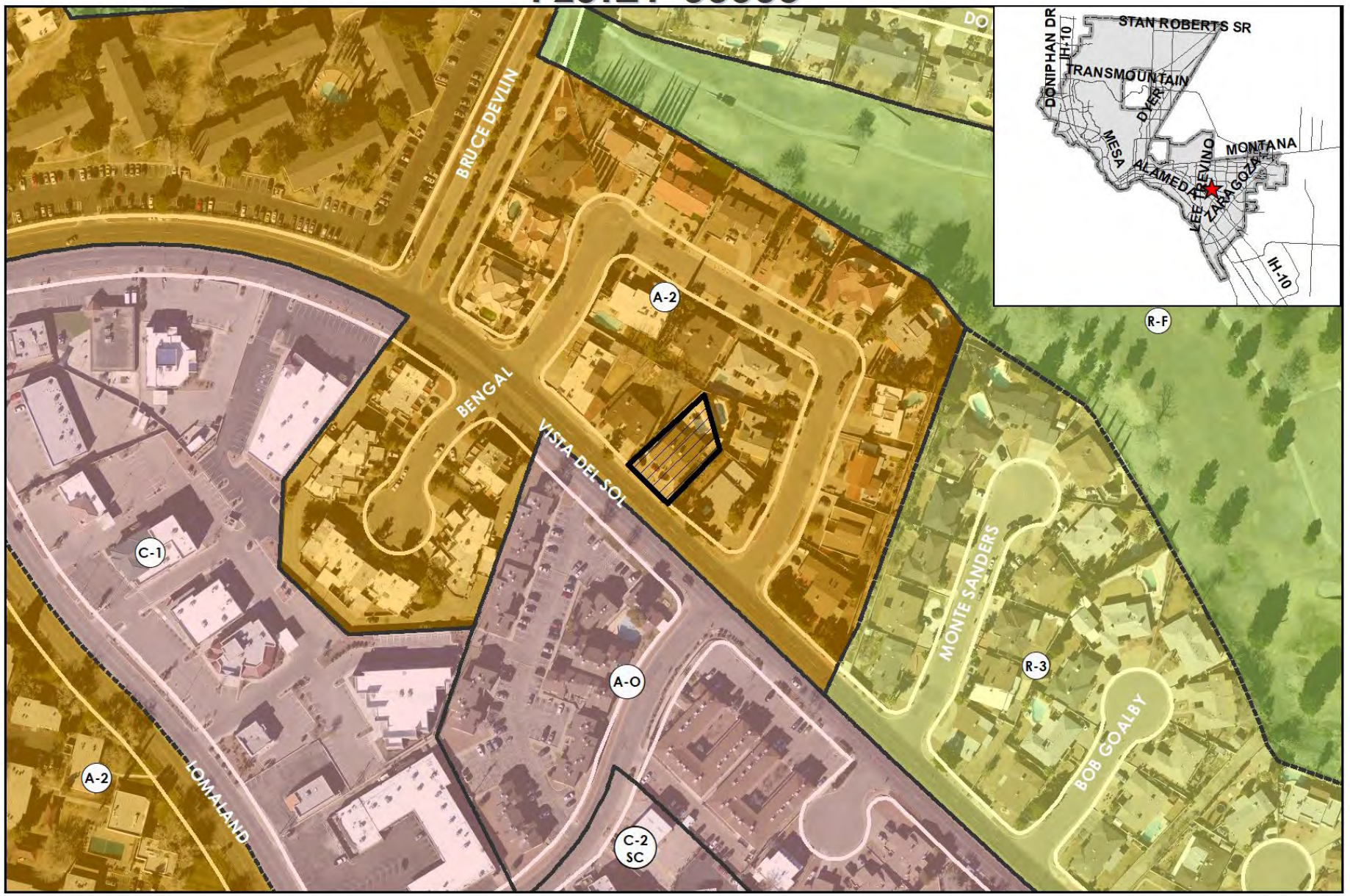
N W E S

Subject Property

0 60 120 240 360 480 Feet

Aerial

PZST21-00005



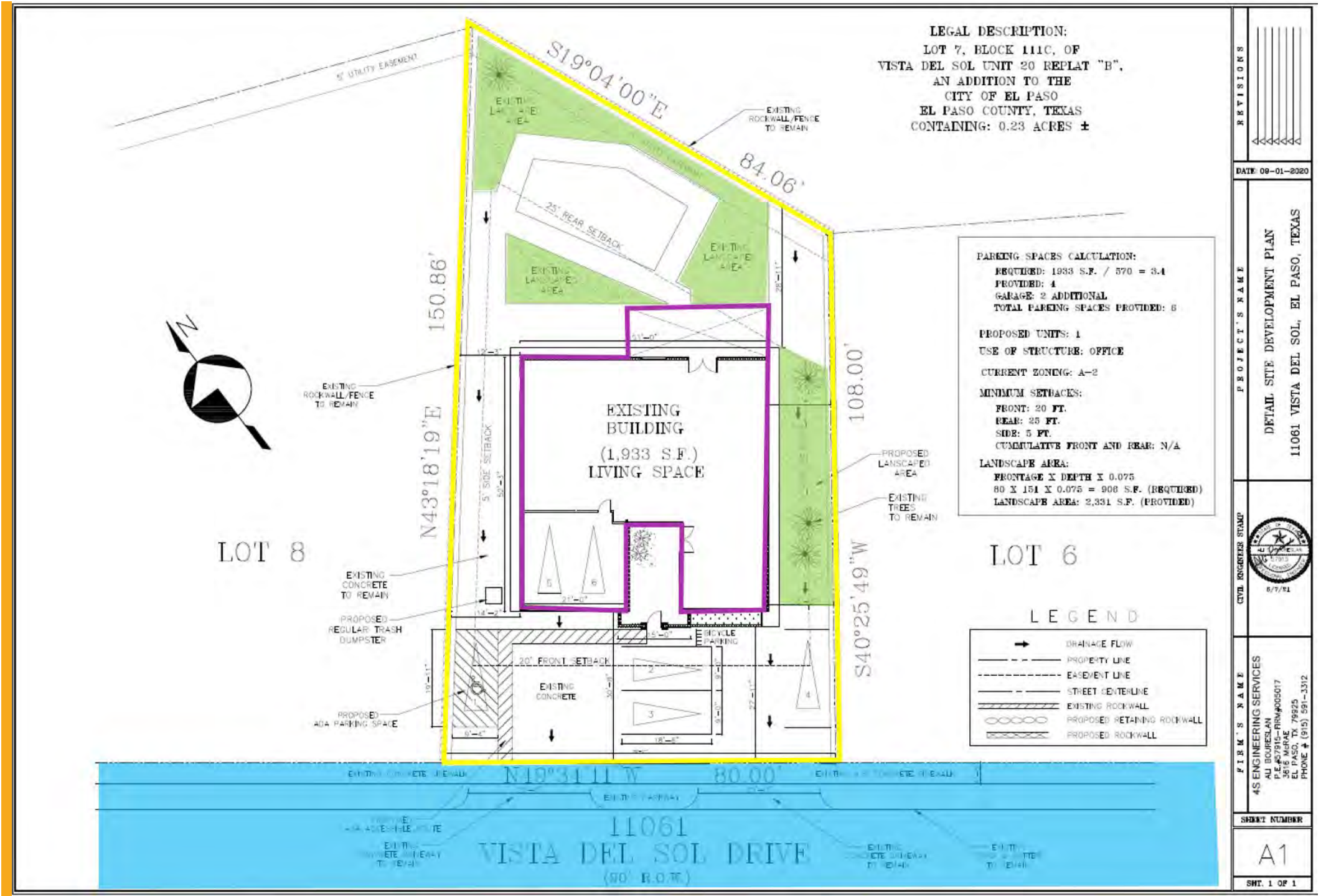
This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.

N W E S

Subject Property

0 60 120 240 360 480 Feet

Existing Zoning



Detailed Site Plan

Elevations

11061 Vista Del Sol Dr
El Paso, Texas
Google
Street View
18’
H=16’
Google

PZST21-00005

This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.

N W E S

0 10 20 40 60 80 Feet

Aerial with Site Plan

Subject Property

Surrounding Development

N

W

S

E

Public Input

- Public notices were mailed to property owners within 300 feet on June 2, 2021. As of June 17, 2021, the Planning Division has received one (1) email of inquiry and one (1) letter of support.

Recommendation

- Staff recommends approval of the special permit request and the approval of a detailed site development plan.

Wed 6/16/2021 1:08 PM

rbpromos@att.net

Case: PZST21-00005

To Samaniego, David C.

You replied to this message on 6/16/2021 1:16 PM.

Madalyn M. Richardson
11057 Vista Del Sol Dr.
El Paso, Texas 79935

Concerns are clients parking on my property, which I have had this issue before. Clients parking around Bengal Dr., which is a very quiet small street.

I agreed to Mr. Zermeno opening his office at 11061 Vista Del Sol Dr., which is next door to my property, on the condition that these conditions were met. Since months have passed, I wanted to know if his intentions remain the same.

I would like to know if Mr. Zermeno still plans to limit his clients to appointment only scheduling?
Will his clients have available parking on the premises and will they be instructed to do so, if he does?

‹ 20.02.636 - Office, administrative and manager's. 20.02.638 - Office, business. ›

20.02.638 - Office, business.

"Business office" means a facility or portion of a building in which the administrative activities, record keeping, clerical work and other similar affairs of a business, professional service, industry, or government are conducted. A business office shall include a psychologist's or psychiatrist's office.

(Ord. 16653 § 2 (part), 2007)

‹ 20.02.636 - Office, administrative and manager's. 20.02.638 - Office, business. ›

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

File #: 21-916, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 8
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Andrew Salloum, (915) 212-1603

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of a portion of F. Neve Survey No. 8, 4625 Delta Drive, City of El Paso, El Paso County, Texas, from R-5/sp (Residential/special permit) to C-2/sp/c (Commercial/special permit/conditions) and imposing conditions. The Penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 4625 Delta Drive
Applicants: The Upright Group LLC
PZRZ20-00013

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

DEPARTMENT: Planning & Inspections, Planning Division

AGENDA DATE: August 17, 2021

PUBLIC HEARING DATE: September 14, 2021

CONTACT PERSON NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Andrew Salloum, (915) 212-1603

DISTRICT(S) AFFECTED: 8

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.1 Provide business friendly permitting and inspection processes
3.2 Improve the visual impression of the community

SUBJECT:
An Ordinance changing the zoning of a portion of F. Neve Survey No. 8, 4625 Delta Drive, City of El Paso, El Paso County, Texas, from R-5/sp (Residential/special permit) to C-2/sp/c (Commercial/special permit/conditions) and imposing conditions. The Penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 4625 Delta Drive
Applicants: The Upright Group LLC
PZRZ20-00013

BACKGROUND / DISCUSSION:
The applicant is requesting to rezone from R-5/sp (Residential/special permit) to C-2/sp (Commercial/special permit) in order to allow for a professional office and small contractor's yard. City Plan Commission recommended 4-1 to approve the proposed rezoning on July 15, 2021. As of August 6, 2021, staff has received a petitions with 59 signatures and 6 letters opposition to the request. Staff also received a petition with 200 signatures and 8 letters in support of the request. See attached staff report for additional information.

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
N/A

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

DEPARTMENT HEAD:

Philip Etiwe
Philip F. Etiwe – Planning and Inspections Director

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF A PORTION OF F. NEVE SURVEY NO. 8, 4625 DELTA DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-5/SP (RESIDENTIAL/SPECIAL PERMIT) TO C-2/SP/C (COMMERCIAL/SPECIAL PERMIT/CONDITIONS, AND IMPOSING CONDITIONS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of a portion of F. Neve Survey No. 8, 4625 Delta Drive, located in the City of El Paso, El Paso County, Texas, and as more particularly described by metes and bounds on the attached **Exhibit "A"**, incorporated by reference, be changed from **R-5/sp (Residential/special permit)** to **C-2/sp/c (Commercial/special permit/conditions)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

Further, that the property described above be subject to the following conditions which are necessitated by and attributable to the increased density generated by the change of zoning in order to protect the health, safety and welfare of the adjacent property owners and the residents of this City:

1. "That a Detailed Site Development Plan be reviewed and approved as per the El Paso City Code prior to issuance of building permits."
2. "That residential uses be prohibited on the subject property."
3. "That access to the subject property shall be limited to Delta Drive only."
4. "That a six foot (6') high combination masonry/wrought iron wall shall be installed along the landscaped buffer along Barney Street and shall be installed prior to the issuance of any certificates of occupancy."
5. "That a ten foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at fifteen feet (15') on center along the property line abutting Barney Street prior to the issuance of any certificates of occupancy."
6. "That a ten foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at fifteen feet (15') on center along the property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy."

.

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

(signatures on following page)

ADOPTED this _____ day of _____, **2021**.

THE CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Philip F. Etiwe, Director
Planning & Inspections Department

(exhibits on next page)

EXHIBIT A

DORADO ENGINEERING GROUP

2717 E. YANDELL STREET EL PASO, TEXAS 79903 (915) 562-0002 FAX (915) 562-7743

4625 Delta Drive

Metes and Bounds description of a parcel of land being a portion of F. Neve Survey No.8, City of El Paso, County of El Paso, Texas and being more particularly described as follows:

Commencing at a chisel "V" on concrete at the intersection of the Easterly Right-of-Way line of Francis Drive and the Southerly Right-of-Way line of Barney Drive said "V" lying on the Northeast corner of Lot 1, Block 3, Pasadena Subdivision Unit Three said "V" bears South 04°54'55" East a distance of three hundred two and fifty hundredths (302.50) feet to an existing city monument at the centerline intersection of Francis Street and Manto Sagrqado Street; Thence South 83°30'00" West along the Southerly Right-of-Way line of Barney Drive a distance of four hundred thirty eight and seventy eight hundredths (438.78) feet to a corner on the Southerly Right-of-Way line of Barney Drive said corner being the Point of Beginning for this description.

Thence South 06°34'16" East along an Easterly line of the parcel being described a distance of forty six and sixty four hundredths (46.64) feet for a corner;

Thence North 90°00'00" East along a Northerly line of the parcel being described a distance of one hundred thirty one and ninety six hundredths (131.96) feet for a corner;

Thence South 00°00'00" East along an Easterly line of the parcel being described a distance of two hundred eighteen and thirty hundredths (218.30) feet for a corner on the Northerly Right-of-Way line of Delta Drive;

Thence along an arc of a curve to the right, said arc being the Northerly Right-of-Way line of Delta Drive, a distance of one hundred ninety nine and sixty two hundredths (199.62) feet said curve having a central angle of 08°12'44", a radius of one thousand three hundred ninety two and seventy hundredths (1392.70) feet a chord bearing of 63°08'45" West with a chord distance of one hundred ninety nine and forty five hundredths (199.45) feet for a point;

Thence North 59°02'00" West along the Northerly Right-of-Way line of Delta Drive a distance of two hundred fifty eight and forty hundredths (258.40) feet for a corner;

Thence North 00°00'00" East along the Westerly line of the parcel being described a distance of eleven and seventy one hundredths (11.71) feet for a corner on the Southerly Right-of-Way line of Barney Drive;

Thence North 83°30'00" East along the Southerly Right-of-Way line of Barney Drive a distance of two hundred sixty three and ninety hundredths (263.90) feet to the Northwesterly corner of the parcel being described, said corner being the Point of Beginning for this description.

Said parcel of land contains 53,337.00 square feet or 1.224 acres of land more or less

Fermin Dorado, R.P.L.S.

April 27, 2020

EXHIBIT "B"

LOCATION MAP
SC: 1" = 600'

PLANNING & INSPECTIONS DEPARTMENT
PLANNING DIVISION
DETAILED SITE DEVELOPMENT PLAN
APPROVED BY CITY COUNCIL
9/10/21
DATE
APPLICANT
Kevin Smith
EXECUTIVE SECRETARY, CITY PLAN COMMISSION
CITY MANAGER

SIDE ELEVATION

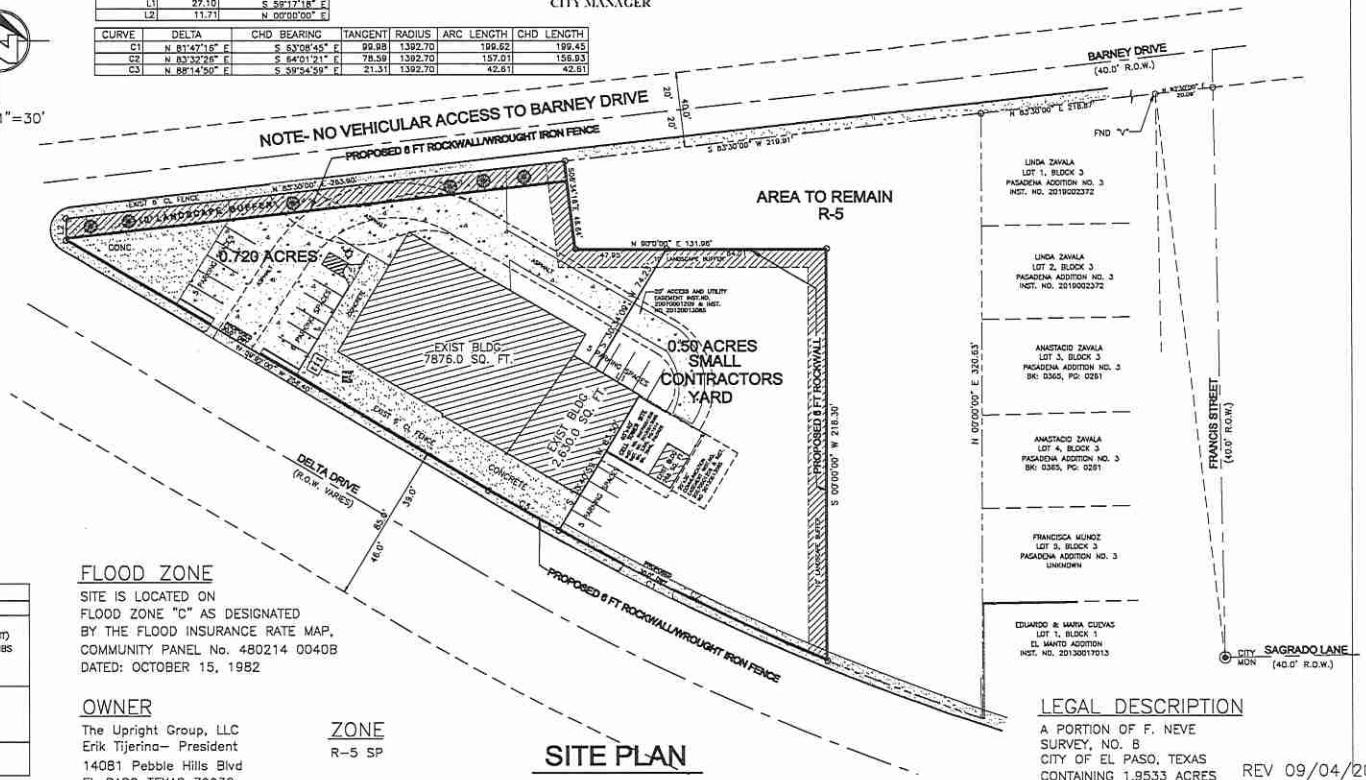
FRONT ELEVATION

NOTE:
That a ten feet (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at fifteen feet (15') on center along the property lines adjacent to residential or apartment zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.

LINE	LENGTH	BEARING
L1	27.10	S 59°17'18" E
L2	11.71	N 00°00'00" E

CURVE	DELTA	CHD BEARING	TANGENT	RADIUS	ARC LENGTH	CHD LENGTH
C1	N 81°47'16" E	S 63°08'45" E	99.98	1392.70	199.62	199.45
C2	N 83°32'28" E	S 64°01'21" E	78.59	1392.70	157.01	156.93
C3	N 88°14'50" E	S 59°54'59" E	21.31	1392.70	42.61	42.61

SCALE: 1"=30'



PARKING REQUIREMENTS

TOTAL GROSS AREA	10,490.00 SF
TOTAL GROSS AREA BLDG 1	7,876.00 SF
MINIMUM PARKING REQUIRED (CONTRACTOR EQUIP. STORAGE)	1/480 = 17
TOTAL GROSS AREA BLDG 2	2,630.00 SF
MINIMUM PARKING REQUIRED (OFFICE/PROFESSIONAL)	1/576 = 5
TOTAL PARKING REQUIRED	22
TOTAL PARKING PROPOSED	22
HANDICAPPED PARKING REQUIRED	1/25 = 1
TOTAL HANDICAPPED PARKING PROPOSED	1
BICYCLE SPACE REQUIRED	3
BICYCLE SPACE PROVIDED	3

LANDSCAPE CALCULATIONS	
REQUIRED	PROVIDED
TOTAL AREA – 53,318.00 SQ. FT. BUILDING AREA – 10,506.00 SQ. FT. 53,318.00 – 10,506.00 = 42,812.00 SQ. FT. 42,812.00 SQ. FT. X 15% = 6,422.00 SQ. FT. LANDSCAPE REQUIRED 6,422/ 1,000.00 = 6.422 (7.0 UNITS)	6,422 UNITS 6 – TREES (1 PER UNIT) 283 – 5 GALLON SHRUBS (45 PER UNIT)
FRONTAGE LANDSCAPE BUFFER TREES: 10' MIN BUFFER AND (1) TREE PER 30 LF OF FRONTAGE DELTA DRIVE : 459.00 / 30 = 16 TREES	16 BUFFER TREES 16 STREET TREES
PARKING LOT TREES: (1) TREE PER 10 SPACES 22/ 10 = 2.2 TREES	2 TREES

FLOOD ZONE
SITE IS LOCATED ON FLOOD ZONE "C" AS DESIGNATED BY THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL No. 480214 0040B DATED: OCTOBER 15, 1982

OWNER
The Upright Group, LLC
Erik Tijerina– President
14081 Pebble Hills Blvd
EL PASO TEXAS 79938

ZONE
R-5 SP

SITE PLAN

LEGAL DESCRIPTION
A PORTION OF F. NEVE SURVEY, NO. 8
CITY OF EL PASO, TEXAS
CONTAINING 1.9533 ACRES

REV 09/04/20
04/06/2020

S:\drawings\4625 DELTA-BOYS CLUB\MP SYY.DWG

ENGINEERS SEAL
DORADO ENGINEERING, INC.
TEXAS REGISTERED ENGINEERING FIRM F-484

REFERENCES -- -- BENCHMARKS

SCALE:

DATE	REVISIONS	BY

DATE 04/06/20
DESIGN BY JD
DRAWN BY AO
CHKD. BY JD
APPD. BY JD

DORADO ENGINEERING, INC.
ENGINEERS SURVEYORS PLANNERS
217 E YANDELL EL PASO, TEXAS 79903 (915)542-0002

PROJECT NAME
4625 DELTA DRIVE
PROPOSED BUISNESS PARK

SHEET TITLE
SITE PLAN

SHEET
1 OF 1

4625 Delta Drive

City Plan Commission — July 15, 2021 ***(REVISED)***

CASE NUMBER:	**PZRZ20-00013**
CASE MANAGER:	Andrew Salloum, (915)212-1603, salloumam@elpasotexas.gov
PROPERTY OWNER:	The Upright Group, LLC
REPRESENTATIVE:	Dorado Engineering
LOCATION:	4625 Delta Drive (District 8)
PROPERTY AREA:	1.22 acres
REQUEST:	Rezone from R-5/sp (Residential/special permit) to C-2/sp (Commercial/special permit)
RELATED APPLICATIONS:	PZST21-00011 Special Permit
PUBLIC INPUT:	Received a petition with 59 signatures and 6 letters via email in opposition and received a petition with 200 signatures and 8 letters via email in support.

SUMMARY OF REQUEST: The applicant is requesting to rezone from R-5/sp (Residential/special permit) to C-2/sp (Commercial/special permit) in order to allow for a professional office and a small contractor's yard.

SUMMARY OF STAFF RECOMMENDATION: Staff recommends **APPROVAL** of the rezoning request with the following conditions:

1. *"That a Detailed Site Development Plan be reviewed and approved as per the El Paso City Code prior to issuance of building permits."*
2. *"That residential uses be prohibited on the subject property."*
3. *"That access to the subject property shall be limited to Delta Drive only."*
4. *"That a six foot (6') high combination masonry/wrought iron wall shall be installed along the landscaped buffer along Barney Street and shall be installed prior to the issuance of any certificates of occupancy."*
5. *"That a ten foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at fifteen feet (15') on center along the property line abutting Barney Street. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy."*
6. *"That a ten foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at fifteen feet (15') on center along the property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy."*

Staff recommendation is based on the compatibility of the proposed zoning district with the surrounding light manufacturing, apartment, and residential districts in the immediate area. The proposed rezoning is consistent with *Plan El Paso*, the City's adopted Comprehensive Plan.

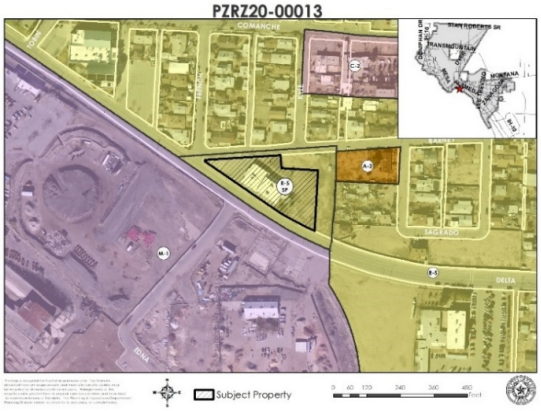


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone from R-5/sp (Residential/special permit) to C-2/sp (Commercial/Special Permit) in order to allow for a professional office and a small contractor's yard. The detailed site development plan shows an existing, vacant 10,506 sq. ft. building, proposed to be converted to a professional office and a small contractor's yard. Access to the subject property is provided from Delta Drive. There is an existing Personal Wireless Service Facility (PWSF) on the property that will remain. This rezoning application is related to special permit application PZST21-000011. This special permit would approve the small contractors yard use in the C-2 (Commercial District).

The property currently has an approved special permit, approved by City Council on February 24, 1998, to allow the existing ground mounted PWSF on the property, see attachment 5.

PREVIOUS CASE HISTORY: On August 6, 2020, the City Plan Commission (CPC) voted unanimously to delete this item so the applicant could meet with the neighborhood and address their concerns related to a previous rezoning request for the C-3 (Commercial) and A/O (Apartment-Office) districts. This would have allowed for the small contractor yard and professional office, currently proposed, and also proposed apartments. The applicant subsequently met with the neighborhood and city staff, on August 19, 2020 and agreed to the addition of several conditions on the property.

On October 1, 2020, the revised item was presented to CPC. The CPC voted 5-2 to recommend denial of the proposed rezoning request for the C-3 (Commercial) and A-O (Apartment-Office) districts. The applicant appealed the denial recommendation to City Council and on January 5, 2021, City Council voted to table the appeal and have the applicant meet again with the neighborhood residents.

Subsequently, the applicant met on at least two different occasions with the neighborhood to discuss the proposal. The applicant has now revised the application by removing the proposed A-O (Apartment-Office) district from the rezoning request, leaving Parcel 2 (east portion) R-5 (Residential), and no longer proposing apartments. The current request is only for the C-2 (Commercial) District on Parcel 1 (west portion) to accommodate the office and a small contractor's yard.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed zoning district is consistent with the surrounding light manufacturing district in the immediate area to the south and southwest, and meet the established character of the neighborhood surrounding the subject property to the south and southwest. Furthermore, the proposed development meets the intent of the G-2, Traditional Neighborhood (Walkable) use designation of *Plan El Paso* in the Central planning area.

COMPLIANCE WITH *PLAN EL PASO*/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors:	
Criteria	**Does the Request Comply?**
Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property: G-2 Traditional Neighborhood (Walkable) This sector includes the remainder of central El Paso as it existed through World War II. Blocks are small and usually have rear alleys; buildings directly faced streets; schools, parks, and small shops are integrated with residential areas.	Yes, the subject property and the proposed development meet the intent of the G-2 Traditional Neighborhood (Walkable) Future Land Use designation of *Plan El Paso*. The proposed development is adjacent to light manufacturing, apartment, and residential lots; and would thus contribute to the intent of the G-2 sector to have commercial uses integrated into residential areas.

COMPLIANCE WITH *PLAN EL PASO*/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors:	
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: C-2 (Commercial) District: The purpose of the district is to accommodate establishments providing goods or rendering services which are used in support of the community's trade and service establishments and serving multi-neighborhoods within a planning area of the city. The regulations of the districts will permit intensities designed to be compatible with each other and to provide for a wide range of types of commercial activity, including light automobile related uses.	Yes, the proposed professional office and a small contractor's yard are consistent with commercial and manufacturing uses in the neighborhood. The proposed office is permitted by right, and the proposed small contractor's yard is requiring a special permit in C-2 zone district. The surrounding properties are zoned R-5 (Residential), A-2 (Apartment), and M-1 (Light Manufacturing). The surrounding area uses vary from single-family dwellings, apartments, church, large contractor's yard, and the treatment plant.
Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification).The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.	This is a corner lot between Delta Drive and Barney Street, located along a minor arterial and local street respectively.
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	N/A. The proposed development is not within any historic districts or study area plan boundaries.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	The proposed development is not anticipated to pose any adverse effects on the community. The proposed development will be compatible with development immediately surrounding the subject property.
Natural Environment: Anticipated effects on the natural environment.	Subject property does not involve greenfield/environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area is stable and the proposed development is compatible with the existing residential, light manufacturing zoning, and uses of the surrounding properties.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	The proposed development is within an older, stable area of the city. The established neighborhood is comprised of single-family, apartment, and treatment plant uses. There have been no recent rezoning requests for this area.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The subject property borders Delta Drive and Barney Street, which are designated a minor arterial and local street respectively. Access is proposed from Delta Drive. It is adequate to serve the proposed development.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No objections to the proposed rezoning. There were no adverse comments received. Applicant is responsible for obtaining all applicable permits and approvals prior to construction.

PUBLIC COMMENT: The subject property lies within the boundaries of the El Paso Central Business Association, the Sunrise Civic Group, and the Val Verde Neighborhood Association, all of which were notified of the rezoning application. Public notices were mailed to property owners within 300 feet of the subject property on July 1, 2021. As of July 15, 2021, The Planning Division has received a petition with 59 signatures and 6 letters via email in opposition to the rezoning request. The submitted signed petition in opposition results in a 211 case, which will require the affirmative vote of at least three-fourths of all members of City Council to approve the rezoning. The Planning Division also has received a petition with 200 signatures and 8 letters in support of the request. Additionally, several members of the neighborhood voiced their opposition to the proposed rezoning at the meeting held with the neighborhood on March 18, 2021.

CITY PLAN COMMISSION OPTIONS:

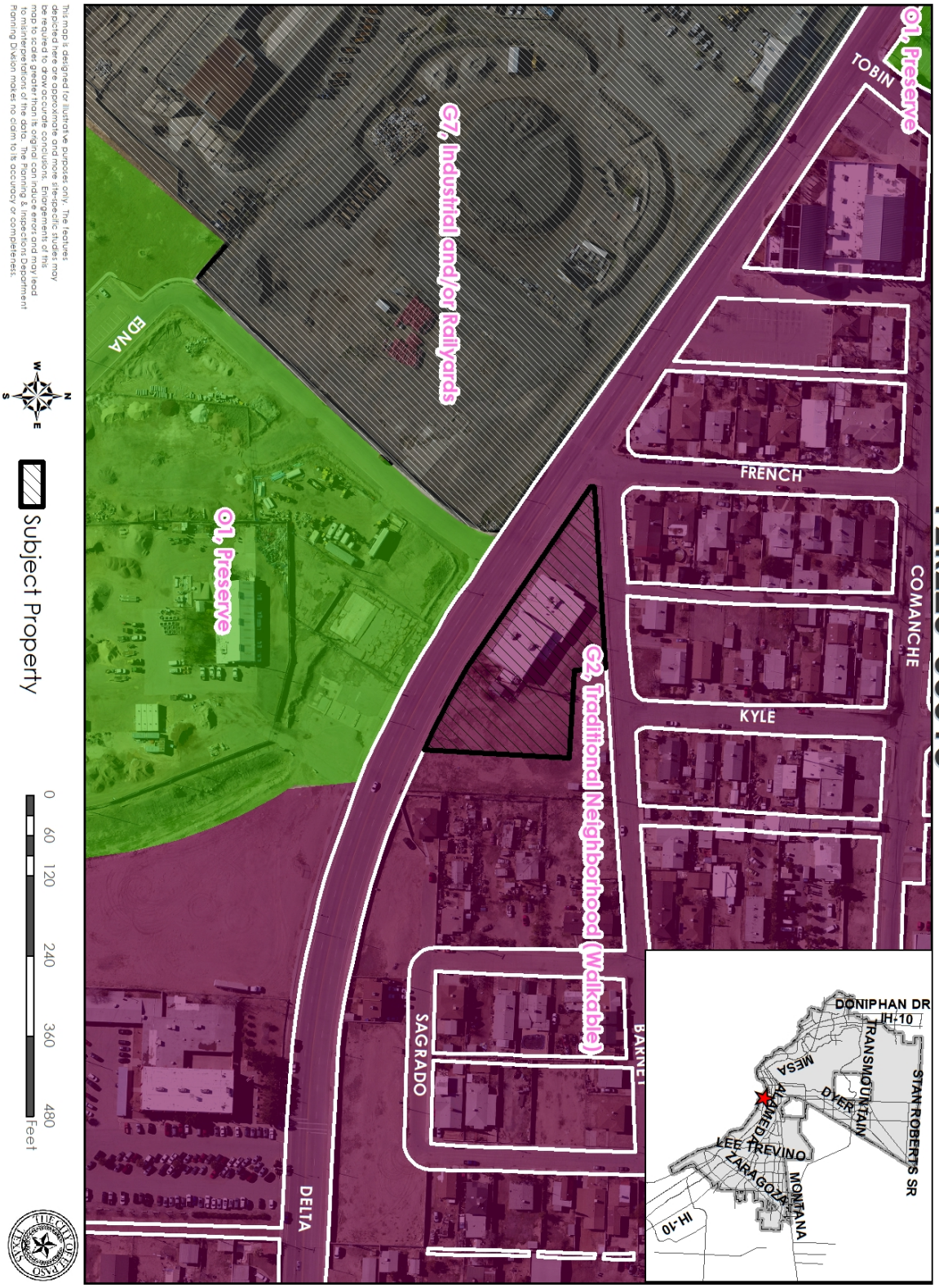
The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.
3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

ATTACHMENTS:

1. Future Land Use Map
2. Departments Comments
3. Neighborhood Notification Boundary Map
4. Detailed Site Plan
5. Special Permit SP-97-24
6. Petition with 59 signatures in opposition
7. Letters in opposition
8. Letters in support
9. Petition with 200 signatures in support

ATTACHMENT 1



ATTACHMENT 2

Planning & Inspections Department

Planning Division recommends approval of the rezoning request with the following conditions:

1. *"That a Detailed Site Development Plan be reviewed and approved as per the El Paso City Code prior to issuance of building permits."*
2. *"That residential uses be prohibited on the subject property."*
3. *"That access to the subject property shall be limited to Delta Drive only."*
4. *"That a six foot (6') high combination masonry/wrought iron wall shall be installed along the landscaped buffer along Barney Street and shall be installed prior to the issuance of any certificates of occupancy."*
5. *"That a ten foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at fifteen feet (15') on center along the property line abutting Barney Street. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy."*
6. *"That a ten foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at fifteen feet (15') on center along the property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy."*

Building Permitting and Inspection – Plan Review

Recommend approval.

At the time of submittal for building permits, the project will need to comply with all applicable provisions of the IBC, Municipal Code, and TAS.

Land Development

The following comments will be addressed at the building permitting stage:

1. Six foot rock-walls inside property are required from high side along property boundary line abutting residential zone lots.
2. Show proposed drainage flow patterns on the preliminary plat and identify the discharge and/or storage location(s) for all storm-water runoff within the subdivision limits.
3. As per Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable in order to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of greenspace, water harvesting, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.
4. Verify proposed driveway apron radius from Delta Drive does not encroach onto the abutting property line.

Fire

No adverse comments.

Sun Metro

No objections.

Street and Maintenance

No objections.

A Traffic Impact Analysis is not required.

Texas Department of Transportation (TxDOT)
Proposed development is not abutting TxDOT right of way. Therefore, TxDOT has no comment.

Environmental Services Department
No objections.

El Paso County Water Improvement District #1
The attached item is not within the boundaries of EPCWID.

El Paso Water
El Paso Water (EPWU) does not object to this request.

Water:
There is an existing 4-inch diameter water main that extends along Barney Avenue., fronting the subject property. This main is located along the centerline of the right-of-way. This water main dead ends approximately 143-feet west of Kyle Street This water main is available for service.

There is an existing 12-inch diameter water main that extends along Delta Drive located approximately 13.5-feet south of the property. This water main is available for service.

Previous water pressure from fire hydrant #1028 located at the northeast corner of the intersection of French Place and Delta Drive., has yielded a static pressure of 100 psi, a residual pressure of 92 psi, and a discharge of 1,342 gallons per minute. The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer and relief valve, to be set for pressure as desired by the customer. The Lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

EPWU records indicate one (1) 1-1/2-inch active water service serving the subject property. The address of this service is 4625 Delta Drive.

Sanitary Sewer:
There is an existing 15-inch diameter sanitary sewer main that extends along Barney Street fronting the subject property. This main is located north of the right-of-way centerline. This sanitary sewer main is available for service.

There is an existing 8-inch diameter sanitary sewer main that extends along Delta Drive. This main is located approximately 73-feet south of the property. This main is available for service.

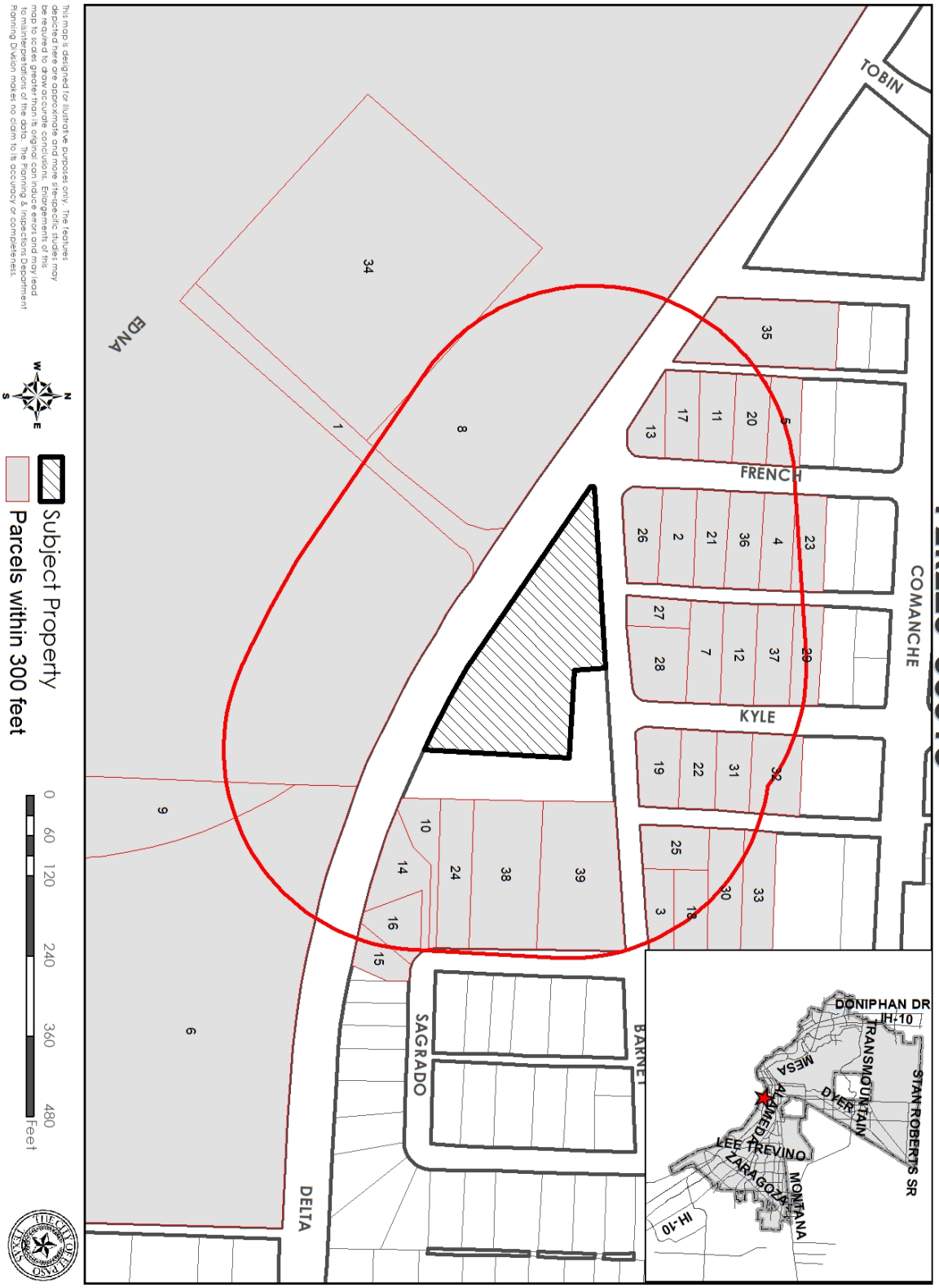
There is an existing 12-inch diameter force main that extends along Delta Drive located approximately 15-feet south of the property. No direct service connections are allowed to this main.
General:
An application for water and sanitary sewer services should be made 6 to 8 weeks prior to construction to ensure water for construction work. New service applications are available at 1154 Hawkins, 3rd floor. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater-PSB Rules and Regulations. The applicant is responsible for the costs

of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

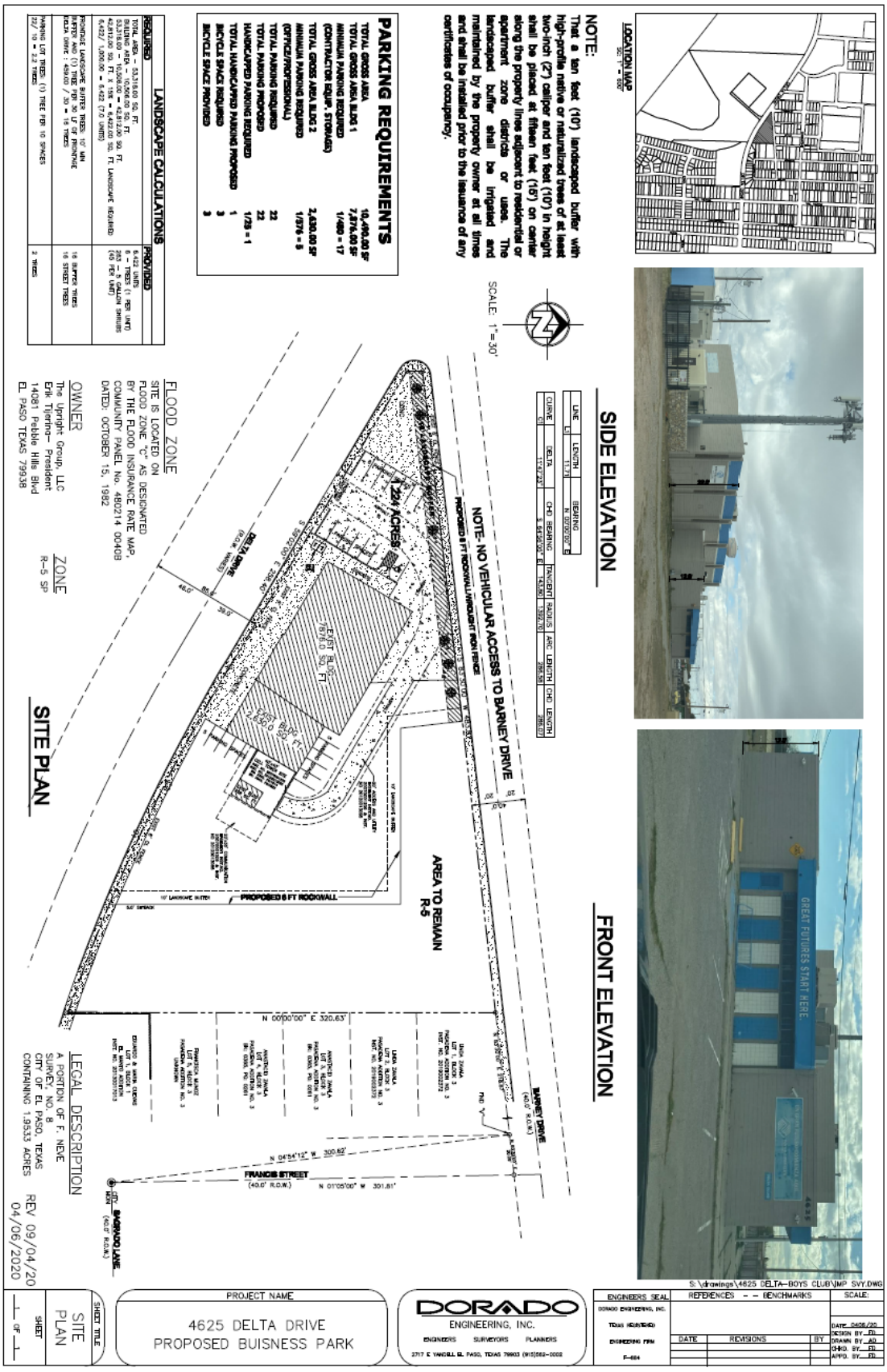
Stormwater Engineering

As per Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable in order to reduce flooding and encourage the use of nonstructural storm water management such as the preservation of greenspace and other conservation areas, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, Subparagraph A-2 & A-5.

ATTACHMENT 3



ATTACHMENT 4



ATTACHMENT 5

ORDINANCE NO. 013504

ORDINANCE GRANTING SPECIAL PERMIT NO. SP 97-24, TO ALLOW FOR A CELLULAR TELECOMMUNICATIONS ANTENNA (65' MONOPOLE) ON A PORTION OF F. NEVE SURVEY #8 (4652 BARNEY STREET) PURSUANT TO SECTION 20.14.040.U (ZONING) OF THE EL PASO MUNICIPAL CODE.

WHEREAS, **Cellular One** has applied for a Special Permit under Section 20.14.040.U of the El Paso Municipal Code, to allow for a cellular telecommunications antenna (65' monopole), and;

WHEREAS, a report was made to the City Plan Commission and a public hearing was held regarding such application;

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

1. That the property described as follows is in an R-5 (Residential) District:

A portion of F. NEVE SURVEY #8, City and County of El Paso, Texas, as more particularly described in the attached and incorporated Exhibit "A", and municipally known and numbered as 4652 Barney Street; and

2. That a cellular telecommunications antenna (65' monopole) is authorized by Special Permit in R-5 (Residential) districts under Section 20.14.040.U of the El Paso Municipal Code; and

3. That the requirements for a cellular telecommunications antenna (65' monopole) under Section 20.14.040.U have been satisfied; and

4. That the City Council hereby grants a Special Permit under Section 20.14.040.U of the El Paso Municipal Code, to allow a cellular telecommunications antenna (65' monopole) on the above-described property; and

5. That this Special Permit is issued subject to the development standards in the R-5 (Residential) district regulations and subject to the approved Site Development Plan, signed by the Applicant, the Mayor and the Executive Secretary to the City Plan Commission. A copy of this plan is attached hereto as Exhibit "B" and incorporated herein by reference for all purposes; and

6. That the Applicant shall sign an Agreement incorporating the requirements of this Ordinance. Such Agreement shall be signed and filed with the Zoning Administrator and the Executive Secretary of the City Plan Commission before building permits are issued; and

7. That if the Applicant fails to comply with any of the requirements of this Ordinance, **Special Permit No. SP 97-24** shall automatically terminate, and construction shall stop or occupancy shall be discontinued, until any such violation ceases.

PASSED AND APPROVED this 24th day of February, 1998.

THE CITY OF EL PASO

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

John F. Nance
Assistant City Attorney

APPROVED AS TO CONTENT:

Scott Stanfield
Dept. of Planning, Research & Development

NANCE:pmc\#52859\ZON/PLAT7 2 11/14/97

ORDINANCE 013504

76

AGREEMENT

CELLULAR ONE, the Applicant referred to in the above Ordinance, hereby agrees to develop the above-described property in accordance with the approved Site Development Plan and in accordance with the standards identified in the R-5 (Residential) District regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this 2nd day of December, 1997

CELLULAR ONE

By: _____

Title: SITE ACQ MGR.

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this 2nd day of December, 1997 by Joe Villarreal as Site Acq Mgr, on behalf of **CELLULAR ONE**, as Applicant.

My Commission Expires:

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:

_____

CARMEN HOOVER
NOTARY PUBLIC
In and for the State of Texas
My commission expires
April 13, 2000

Special Permit #SP 97-24

ATTACHMENT 6

Residents Against Rezoning of 4625 Delta Drive
(Former location of Boys & Girls Club)

We the residents and property owners oppose the rezoning of 4625 Delta Drive, from an R-5 (residential) to a C-2 (commercial), or any other commercial designation. This neighborhood consists of mostly single-family housing. The proposed project by the owner, Mr. Erik Tijerina, does not meet the character of the surrounding neighborhood. Changing the zoning makes our neighborhood vulnerable to future incompatible uses. As a resident of this area I oppose the proposed changes to 4625 Delta Drive, and support keeping the R-5 (residential) zoning.

Nosotros, los residentes y propietarios nos oponemos a la rezonificación de 4625 Delta Drive, de un R-5 (residencial) a un C-2 (comercial), o cualquier otra denominación comercial. Este barrio se compone principalmente de viviendas unifamiliares. El proyecto propuesto por el propietario, el Sr. Erik Tijerina, no cumple con el carácter del vecindario. Cambiar la zonificación hace que nuestro vecindario sea vulnerable a futuros usos incompatibles. Como residente de esta área, me opongo a los cambios propuestos de 4625 Delta Drive y apoyo el mantenimiento de la zonificación R-5 (residencial).

Date	Full Name	Full Address	Zip Code	Signature
6/27/21	Elvia González	417 Kyle	79905	Elvia González
6/30/21	Maria V. Rodriguez	416 Kyle	79905	Maria V Rodriguez
6/30/21	OLGA ONTIVEROS	4627 BARNEY	79905	Olga L. Ontiveros
6/30/21	Inas Nunez	4631 Barney st	79905	
7/04/21	JUAN Avila	415 Francis	79905	
7/5/21	Maria Elena Cuevas	4700 Sagrado Ln	79905	Maria Elena Cuevas
7/5/21	Mariana Jose	434 Francis	79905	
7/5/21	ERICK PEREZ	420 FRENCH PL	79905	
7/5/21	DANIEL BELTRAN	414 FRENCH PL.	79905	
7/5/21	Brenda Matta	420 French	79905	
7/5/21	Veronica Montes	425 French	79905	

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Date	Full Name	Full Address	Zip Code	Signature
28/MAY/2021	Brian Lopez	133 TOBIN Pl.	79905	
5/28/2021	Jo Pinon	245 Collingsworth	79905	
05.28.2021	Corinne Solis-Williamson	138 Tobin Place	79905	
05/28/2021	QUIRINO Villa	405 Kyle st	79905	
05-28-21	Joe Duran	137 Tobin Pl	79905	
5/28/21	Danielle Beltran	3429 Tierra Cobre	79938	
5/28/21	Marcos Alvarado	5220 Flower	79905	
5-28-21	Alicia Villa	139 Tobin Pl.	79905	
5-28-21	Teresa Villa Ramirez	354 Francis St	79905	
5-28-21	Jr. Marciano López Solis	519 Latta st	79905	
5-28-21	Sito Noguera	501 Randolph	79902	
5/25/21	Jose Bustos	408 S. CONCEPCION	79905	
5/25/21	Martha Bustos	408 S. CONCEPCION	79905	

Residents Against Rezoning of 4625 Delta Drive
(Former location of Boys & Girls Club)

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Date	Full Name	Full Address	Zip Code	Signature
07-06-21	Margarita Villalobos	344 Val Verde St	79905	Margarita Villalobos
7/6/21	Heather Rivera	401 Kyle	79905	Heather
7-6-21	SALVADOR RIVERA	401 Kyle	79905	Salvador Rivera Jr
7-06-21	Beatriz G. Rivera	401 Kyle	79905	Beatriz G. Rivera
7-06-21	RENE ZAPATA	4624 COMANCHE AVE	79905	Rene Zapata
7-06-21	María Elena Zapata	4624 Comanche Ave.	79905	
7/6/21	Rosemary Perez	409 Kyle ST.	79905	Rosemary Perez
7/6/21	RICARDO PEREZ	409 KYLE ST	79905	
7/6/21	LUIS MORALES	409 KYLE ST	79905	Luis Morales
7/6/21	ANDRES MORALES	10840 BROWNFIELD DR	79935	
7/6/21	EMMA VILLAGRAN	415 Kyle St.	79905	
7/6/21	[illegible]	[illegible]	[illegible]	[illegible]
7/6/21	Quirino Villa	405 Kyle st	79905	Quirino Villa

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(Former location of Boys & Girls Club)

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Date	Full Name	Full Address	Zip Code	Signature
6-23-21	Gilbert Cubillos	12601 Globemallow	79938	Gilbert Cubillos
6-23-21	Cynthia Renteria	354 Francis St.	79905	Cynthia Renteria
7-6-21	Guadalupe Saucedo Crook	400 Chelsea	79903	Guadalupe S. Crook
7-6-21	Dylan L. Ramirez	12315 Beaver	85713	Dylan L. Ramirez
7/6/21	Gloria Santos	320 Calant	79912	Gloria Santos
7/6/21	Rebecca Santos	524 Conlen	79924	Rebecca Santos
7-6-21	[illegible]	1102 Flores	79902	[illegible]
7-6-21	[illegible]	3173 [illegible]	7936	[illegible]
7-6-21	Socorro Ramirez	5505 KURITA	79905	Socorro Ramirez
7-6-21	[illegible]	9020 WORTH CT	79925	[illegible]
7-6-21	Estella Dominguez	153 Rio Monte	79915	Estella Dominguez
7-6-21	GRACE B. MIMS	302 CARGILL ST	79915	Grace B. Mims
7-6-21	ROSA VILLASANA	241 S. Glenwood	79905	Rosa Villasana

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Date	Full Name	Full Address	Zip Code	Signature
7-6-21	Sylvia Moreno	7019 Cielo Vista	79925	Sylvia V Moreno
7-6-21	Carmen Villasana	7845 Lilac #41	79915	Carmen Villasana
7-6-21	DANIEL CHAIREZ	439-S-CONCEPCION	79905	
7-6-21	[illegible]	4135 Alt. Blanco	79905	
7-6-21	Raquel Luzmon	2209 E. Yandell	79903	Raquel Luzmon
7-6-21	MARTHA Ceballos	4000 S. PAISANO	79905	Martha E. Ceballos
7-6-21	TERESA ROJAS	7421 GUFFCREEK	79911	Teresa C. Rojas
7-6-21	JOSE PORRAS	4024 CLIFTON	79903	Jose Porras
7-6-21	[illegible]	3696 S. [illegible] AVE	88001	
7-6-21	Ben Alvarado	5355 S. [illegible]	79905	

ATTACHMENT 7

July 12, 2021

Dear Mr. Salloum,

My name is Cynthia Renteria, I own property on Francis Street a couple blocks away from the property located at 4625 Delta Drive, which the City Plan Commission (CPC) will consider for rezoning. I am writing to express my opposition to the proposed rezoning from residential to commercial.

This proposed change is out place with the established character of the neighborhood, which is predominantly single-family homes. There are no other private business of the type Mr. Tijerina proposes on the north side of Delta Drive. Furthermore, changing the zoning to any commercial designation will allow for future uses that may be more intensive and incompatible with the neighborhood.

This neighborhood is walking friendly the senior center, recreation center, public swimming pool, and park are all nearby. Changing the zoning will bring more traffic, noise, and disturbances to a residential area. When this proposal went before the CPC the first time and in previous conversations Mr. Tijerina, he has clearly stated a "small contractors yard," now he is stating "contractor equipment storage." This is misleading as there are already several construction materials sitting out on the property and various big trucks inside the property (See attachment on page 2). Regardless of what it is labeled this type of construction equipment and material will be a nuisance to the neighborhood, especially the people living directly across the street. This aspect of the application has not changed since last year.

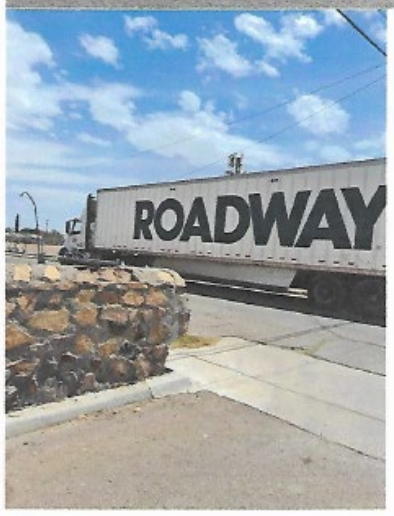
I ask the CPC and City Council to oppose the rezoning of 4625 Delta Drive. This change will negatively impact the neighborhood for generations to come. I ask for the CPC and City Council to support the residents of this neighborhood and keep the residential zoning.

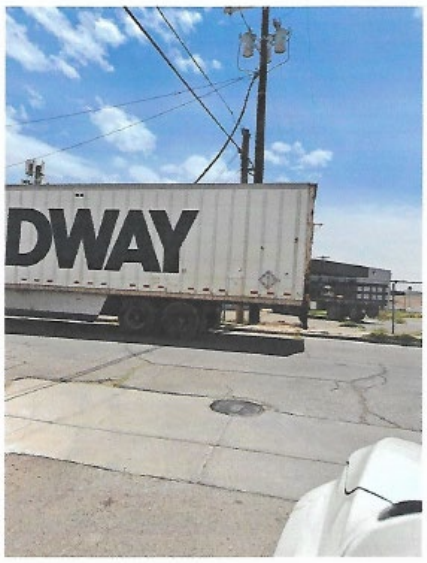
Sincerely,

C. Renteria

Cynthia Renteria

1


ROADWAY


DWAY

WASHINGTON DELTA
NEIGHBORHOOD ASSOCIATION

July 9, 2021

Dear Commissioners,

The Washington-Delta Neighborhood Association opposes the proposed zoning from residential to commercial. Furthermore, we oppose any commercial designation as it is out of character with our neighborhood. We stand in solidarity with the property owners within the 200 ft that submitted the legal protest, also in opposition of the rezoning.

Based on conversations with our neighbors the surrounding commercial properties in the area date back to at least 1955. This means that the small neighborhood grocery store, which predominately attracts pedestrians, and surrounding properties have been commercial for at least sixty years. Our association hosted a zoning workshop through the City Plan Department earlier this year. During the workshop we learned that the public's input is only heard during the rezoning process. This means that previous generations of property owners established the existing commercial zonings. Residents today want to stop the encroachment of commercial zoning in our neighborhood, which is predominately single family housing. Allowing more commercial zoning makes our neighborhood vulnerable to future incompatible uses.

Current and future generations of residents should not have to live with the negative impact of a commercial zones. Our association supports keeping the residential designation.

Last year, the City Plan Commission (CPC) did not recommend the zoning change on this property. We ask that the CPC and City Council follow the previous decision and deny the proposed zoning change. We ask the CPC and City Council to stand with the residents who are concerned about the impact this change will have on their quality of life.

Sincerely,

Brian Lopez
Co-Chair

Dear Commissioners,

I oppose the rezoning of 4625 Delta Drive. If you rezone to commercial C2 or any commercial zone this will affect the neighborhood residents tremendously.

I was born and raised in this neighborhood and in seven decades it has been a quiet and peaceful neighborhood. A contractor equipment storage or contractor yard will bring noise and heavy equipment traffic to our neighborhood. It will not beautify our neighborhood, instead this property will become an eyesore for the neighborhood.

Keep it residential and bring in a center that will benefit our youth, our seniors, and the rest of the neighborhood population.

Sincerely,

Alicia Villa

Alicia Villa

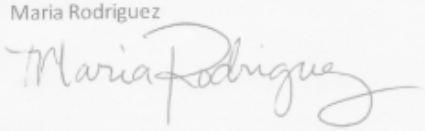
July 14, 2021

Dear Mr. Salloum

My name is Maria Rodriguez. I am property owner I live on Kyle Street and live a couple of feet from 4625 Delta. I am against the rezoning of the property 4625 Delta from residential to commercial. The proposed business does not fit the character of the neighborhood.

Thank you

Maria Rodriguez



July 14,2021

Dear Mr. Salloum

I oppose the rezoning of the property 4625 Delta from residential to commercial. My name is

Quirino Villa, I am a property owner. I live on Kyle Street. There is no business in our neighborhood that is similar to what they want to build on property 4625 Delta.

Thankyou

Quirino Villa

Quirino Villa

July 13, 2021

Dear City Plan Commission,

Familias Unidas del Chamizal (Neighborhood Association) stand in support of the Washington-Delta Neighborhood Association and the residents living in the area surrounding 4625 Delta Drive in opposing the proposed zoning change from residential to commercial.

Our neighborhood residents experience a heavy industrial presence in our neighborhood on a daily basis. We know firsthand the effect of having a commercial zone within a residential area. We support the resident's effort to preserve their community and ensure that they have a dignified quality of life.

We ask the commission to support the residents and deny the zoning change.

Best Regards,

Hilda Villegas
President
Familias Unidas del Chamizal

ATTACHMENT 8

Advocating Success and Prosperity of Small Business

EL PASO HISPANIC CHAMBER OF COMMERCE

July 14, 2021

City of El Paso
Planning and Inspections
City Plan Commission

Members of the City Plan Commission,

The El Paso Hispanic Chamber of Commerce is reaching out to you on behalf of our member Mr. Erik Tijerina, owner of Volter Electric. Volter Electric is a reliable, professional electrical service provider that specializes in effective service solutions for industrial, commercial, institutional and medical facilities. Moreover, it is a small, minority-owned, and SBA 8a Certified company that employs several members of our community.

Our chamber expresses unequivocal support regarding Volter Electric's request for a special permit to allow for a small contractor's yard in the C-2 (Commercial) zone district.

In the spirit of revitalizing and sustaining our small business community, we hope that the Commission evaluates Mr. Tijerina's application thoroughly and fairly. We appreciate your unwavering leadership, guidance and support. If you have any questions, do not hesitate to contact our advocacy specialist, Daniel Barnes at (915)-566-4066 or via e-mail at dbarnes@ephcc.org.

Sincerely,
The El Paso Hispanic Chamber of Commerce

Cindy Ramos-Davidson
Chief Executive Officer

2401 E. Missouri • El Paso, TX 79903 • P: 915-566-4066 • F: 915-566-9714
Member of USHCC, TAMACC, ACCE & NFIB
www.ephcc.org

ATTACHMENT 9

ScottHulse PC
ATTORNEYS AT LAW

RICHARD G. MUNZINGER
G. RUSSELL HILL
W. DAVID BERNARD
STUART R. SCHWARTZ
ROBERT R. FEUILLE
BERNARD D. FELSEN
R. GLENN DAVIS *
ROSEMARY MORALES-MARIN *
HENRY J. PADILLA
JOSE LUIS CARBONELL
CASEY S. STEVENSON *
M. RYAN HOOVER *
FRANCISCO J. ORTEGA *
MELISSA A. BAEZA
JOSHUA DWYER *

DAVID HANSEN *
MATTHEW T. ARMENDARIZ *
GIOVANNA VISCONTI
JAMES FEUILLE *
M. BLAKE DOWNEY *
ROBERTO CHAVEZ
LAUREN SERRANO *
ANDREA MORAN
STEPHEN VENZOR
ZACH DAW *
LUIS F. CALVO *
ERIC BAUER
TOMAS PORRAS-ACOSTA
DESIREE DUARTE

* ADMITTED IN TEXAS AND NEW YORK
* ADMITTED IN TEXAS AND NEW MEXICO
* ADMITTED IN TEXAS, NEW YORK, NEW MEXICO AND WASHINGTON D.C.
* ADMITTED IN TEXAS AND COMMONWEALTH OF KENTUCKY
* ADMITTED IN TEXAS, NEW YORK AND MEXICO

OF COUNSEL: JEFFREY C. BROWN *

SCOTTHULSE.COM

ONE SAN JACINTO PLAZA
201 E. MAIN DR., STE. 1100
EL PASO, TEXAS 79901

POST OFFICE BOX 99123
EL PASO, TEXAS 79999-9123
TELEPHONE (915) 533-2493
FACSIMILE (915) 546-8333

OFFICES IN EL PASO TX, LAS CRUCES NM AND SAN ANTONIO TX

April 5, 2021

VIA ELECTRONIC MAIL
Val Verde Neighborhood Association
and other adjoining neighborhood associations

Re: Rezoning of 4625 Delta to C-2 with Special Permit

Dear Neighbors:

As you know, on January 2020, The Upright Group, LLC purchased the property located at 4625 Delta, the former home of the Boys and Girls Club (the "*Property*"). The Upright Group, LLC is the real estate holding company of Volter Electrical Construction, a local electrical construction company owned by Erik Tijerina ("*Volter*"). At the time he purchased the Property, Mr. Tijerina mistakenly assumed that the Property had a C-3 commercial zoning in light of the building on the Property. However, following the purchase, Mr. Tijerina discovered that the Property had an A-5 residential zoning. Upon this discovery, Mr. Tijerina filed an application with City Planning in an effort to change the zoning of the Property to C-3 for commercial use. We understand that you have opposed this rezoning application. However, despite your initial opposition to this rezoning application, on March 18, 2021, you graciously allowed us to present our revised proposal to your associations. More importantly, this opportunity allowed us to hear directly from you, which helped us understand your legitimate concerns for the preservation and integrity of your historical communities, the tranquility and safety of your neighborhoods, the economic mobility of your residents, and the deep-rooted history of mistrust caused by unkept promises from prior special interest groups. After hearing from you, we now understand and wholly validate your initial opposition to our rezoning application. Given this renewed understanding of your concerns, Volter has revised its rezoning application in an earnest attempt to gain your support. In light of your request for a written submission, Volter outlines below its modified rezoning proposal for the Property.

First, Volter will no longer seek C-3 commercial zoning for the Property. A C-3 commercial zoning would allow Volter and any other future owner to use the Property for *any* commercial purpose. Instead, with your support, Volter will now seek a C-2 zoning with a special permit, which severely restricts the use of the Property. **The special permit would only allow Volter to use the building on the Property as an office and warehouse—nothing more.** More importantly, it would prohibit Volter and any future owner from using the Property for any other commercial purpose. We understand that, at some point, there were rumors circulating that Volter would use the Property for a drug treatment center or senior citizen facility. These rumors are false. There has never been or will there ever be any plans from Volter to use the Property

for these purposes. The C-2 zoning with special permit gives you written assurance that neither Volter nor any future owner will be able to use the building on the Property for any other purpose—except an office and warehouse. Volter has no plans to use the building on the Property for any other purpose. If Volter or any future owner sought to use the building on the Property for any other purpose, it would be unlawful. Prior to any rezoning change of the Property, Volter or any future owner would need to file a new rezoning application, which would require all adjoining neighbors to receive advanced notice so you could vocalize your opposition. Therefore, as neighbors, this should give you assurance that Volter will only use the building as an office and warehouse, which rightfully puts you in control against any unwanted commercial activity on the Property.

Second, the vacant, undeveloped portion of the Property will remain with an A-5 residential zoning. As you may recall, Volter initially sought to change the zoning of the vacant portion of the Property to C-3 commercial zoning to develop an apartment complex. After listening to your concerns, Volter has opted not to pursue the development of an apartment complex. Therefore, this vacant, undeveloped portion of the Property will remain with an A-5 residential zoning. By leaving this portion of the Property with a residential zoning, Volter and any future owner of the Property would be prohibited from using it for any commercial purpose. This gives you added protection against any unwanted use. It eliminates the risk that Volter will expand its commercial activity on the vacant lot and, more importantly, it makes it exceedingly difficult for Volter to sell the Property to another business, which would likely be put off by the residential zoning. Again, this illustrates Volter's commitment to preserve as much of the Property in its original form with limited commercial use.

Third, Volter pledges to remove the cell phone tower on the Property as soon as possible. Volter receives no compensation for having the cell phone tower on the Property. To our understanding, one of the prior owners of the Property received in advance all the compensation from the cell phone tower lease. Thus, Volter has no financial incentive to keep the cell phone tower on the Property. By law, Volter is unable to build any structure within an approximate 50-foot radius of the cell phone tower. Because the cell phone tower is a nuisance to the neighborhood residents, Volter will pursue the removal of the cell phone tower once the lease expires.

Fourth, as depicted in the enclosed renditions, Volter will close the entry gate to the Property on Barney Street. We understand that Barney Street is a narrow corridor that acts as a gateway into the neighborhood. To avoid traffic, congestion, and noise pollution on Barney Street, Volter plans to close the entryway to the Property on Barney Street and relocate it to Delta Drive. In doing so, no employee or visitor of Volter will be able to enter the Property or park alongside Barney Street. Any employee or visitor of Volter will only be able to access the Property through Delta Drive, thus eliminating any risk of traffic and congestion. There will be no fire code violations in closing off the entryway of the Property on Barney Street. At the March 18th presentation, Raul Garcia from City Planning indicated that there is no city code or ordinance requiring two ingress/egress access points to the Property. Accordingly, by relocating the entryway to the Property through Delta Drive, Volter is committed to ensuring no increase in traffic, congestion, or noise to our neighbors. Moreover, Volter plans to have about fifteen employees on site, most of whom will be office personnel. Volter's hours and days of operation will be Monday through Friday from 8:00 a.m. to 4:00 p.m. Because most of the employees will serve as office personnel, there is no expectation that there will be any disruption to the neighborhood. Accordingly, in light of these changes, the neighbors should have no fear of any noise, traffic, or nuisance from Volter.

Fifth, Volter is committed to beautifying the neighborhood. As illustrated in the enclosed drawings, Volter plans to remove the chain-link fence and replace it with a rock wall. The rock wall would completely encircle the Property from Barney Street to Delta Drive. In addition to the rock wall, Volter plans to invest in beautiful landscaping with trees and bushes on Barney Street. That way, when residents enter the neighborhood, they will be greeted by a beautiful entryway, which should help revitalize and add more

1200836.1

character to the neighborhood. Volter estimates that the landscaping, the relocating of the Barney Street entryway, and the construction of the rock wall will likely cost about $150,000. This is in addition to the renovations that Volter has made inside the Property, as shown in the attached photographs. Although it is not required by law to make this costly investment, Volter is motivated by its unwavering commitment to be a good neighbor and a long-time resident in the neighborhood.

Sixth, Volter wants to serve as a job generator in the neighborhood. Mr. Tijerina, a native El Pasoan and UTEP graduate, started this company from the bottom. Through hard work and sacrifice, Mr. Tijerina has been able to grow Volter to approximately 80 employees, all of whom depend on the profitability of the business to provide for their families. Mr. Tijerina is mindful of the devastating effects that the COVID-19 pandemic has unleashed on our families, many of whom endured unemployment and debilitating health effects. Therefore, to help mitigate the shattering effects of the COVID-19 pandemic, Volter is committed to employ nearby residents, assuming they meet the qualifications for any job vacancy. We hope that these job opportunities will bring economic prosperity to our community.

In closing, we are tremendously grateful for allowing us this opportunity to address your valid concerns. To date, Volter has invested over $700,000 in the purchase and renovation of the Property. As noted earlier, Volter has plans to make additional investments to the Property and neighborhood to demonstrate its commitment to be a long-term resident. Without your support, Volter will lose this substantial investment, which may put the company in bankruptcy and jeopardize the livelihood of dozens of employees. We humbly ask for your support in allowing Volter to rezone the Property to C-2 with a special permit for an office and warehouse. Our future is in your hands.

If you have any questions, please contact me at (915) 546-8245.

Very truly,

SCOTTHULSE PC

Francisco J. Ortega

FJO/cgut

cc: Erik Tijerina
Raul Garcia

Enclosures

1200656.1

OFFICE UPGRADES.

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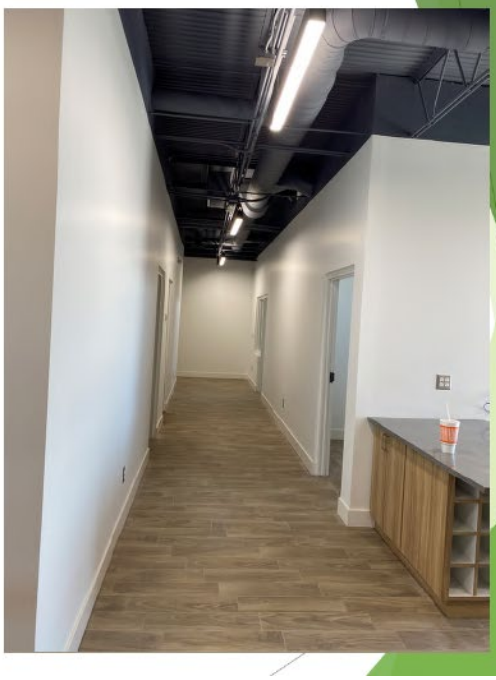

OFFICE UPGRADES.

VAL VERDE VECINOS
NEIGHBORHOOD ASSOCIATION
PO BOX 9145 • EL PASO, TEXAS • 79993
VALVERDEVECINOS05@GMAIL.COM

July 14, 2021

City Plan Commission
c/o City Plan and Inspections
PO Box 1890
El Paso, Texas 79950-1890

RE: CASE NUMBER - PZRZ20-00013 / 4625 Delta Drive Rezoning

To Whom it May Concern:

In the last year, the Val Verde Community has had to deal with changes and challenges created by not only the pandemic, but misinformation, lack of communication and lack of support for various situations that we were not prepared to deal with. The rezoning of the property at 4625 Delta Drive was introduced during this time, and the community initially opposed it.

Since then, Mr. Erik Tijerina, owner of the former Boys & Girls Club at 4625 Delta Drive, and his representatives, have participated in several meetings with the Val Verde Neighborhood Association (VVNA) and committed to address our concerns for a building that still holds great sentimental value for everyone that has walked through its doors. Because of this, Mr. Tijerina has agreed to:

- Use the **existing** building as office space and strive to adhere to customary Monday through Friday office hours
- Maintain the landscaping as proposed in his petition
- **Not** renew the cell phone tower lease currently on the property
- Only have an entrance and exit from Delta Drive
- Keep the east end of the property an R-5
- **Not build apartments on the property**

We support Mr. Tijerina's intent to remain on the property and grow his business for years to come; to work with the Val Verde Community to preserve its quality of life; and, not to disturb the tranquility nor character of our neighborhood. Therefore, we are **in favor** of the rezoning of the property of 4625 Delta Drive from an R-5 (Residential) to a C-2 (Commercial with a special permit) and the east end of the property to remain an R-5.

VVNA has created a large, resident-driven association, and we realize that we will have to continue to make difficult decisions to address the needs of the community as a whole. We respect that change is inevitable, but not validating the residents opinions on who enters the Val Verde neighborhood could prove detrimental for any future investors that don't preserve the community's best interests.

Respectfully submitted,

THE VAL VERDE NEIGHBORHOOD ASSOCIATION

July 13, 2021

CPC c/o City Plan and Inspections
PO Box 1890
El Paso, Texas 79950-1890
915.212.1603

Philip F. Etiwe, Director
Planning and Inspections Department
801 Texas Ave
El Paso, TX 79901
915.212.0104

RE: Case Number: PZRZ20-00013 / REZONING APPROVAL LETTER

To Whom it May Concern:

I, LINDA ZAVALA, the undersigned file this APPROVAL LETTER to the re-zoning requested by MR. ERIK TIJERINA d/b/a VOLTER ELECTRIC reference property legally described as: A PORTION OF F. NEVE SURVEY 8 CITY OF EL PASO, EL PASO COUNTY, TEXAS, "4625 DELTA."

I am a property owner, in the area of the lots or land immediately adjoining the area covered by the proposed re-plat, and extending 200 feet from that area, but within the original subdivision.

Our position has changed after Mr. Tijerina, his attorney, architect, engineer, and others reconfigured their original request to meet the needs of the Val Verde Vecinos Neighborhood Association. We look forward to settling this issue in good faith, and this is the best solution for all involved.

Respectfully submitted,

Linda Zavala

LINDA ZAVALA
401 Francis Street
El Paso, Texas 79905

July 13, 2021

CPC c/o City Plan and Inspections
PO Box 1890
El Paso, Texas 79950-1890
915.212.1603

Philip F. Etiwe, Director
Planning and Inspections Department
801 Texas Ave
El Paso, TX 79901
915.212.0104

RE: Case Number: PZRZ20-00013 / REZONING APPROVAL LETTER

To Whom it May Concern:

I, ANASTACIO ZAVALA, the undersigned file this APPROVAL LETTER to the re-zoning requested by MR. ERIK TIJERINA d/b/a VOLTER ELECTRIC reference property legally described as: A PORTION OF F. NEVE SURVEY 8 CITY OF EL PASO, EL PASO COUNTY, TEXAS, "4625 DELTA."

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Our position has changed after Mr. Tijerina, his attorney, architect, engineer, and others reconfigured their original request to meet the needs of the Val Verde Vecinos Neighborhood Association. We look forward to settling this issue in good faith, and this is the best solution for all involved.

Respectfully submitted,

Anastacio Zavala

ANASTACIO ZAVALA
423 Francis Street
El Paso, Texas 79905

HR Moye Foundation P.O. Box 370986 • El Paso, TX 79925 www.hrmoyefoundation.org 501(C3) Tax Exempt, Charitable Organization

Case Number PZST21-000011

To Whom It May Concern:

The HR Moye Foundation is deeply rooted in the Val Verde Community, and the Boys and Girls Club has been an important part of our history. However, we understand that change is inevitable, and we have chosen to participate in the process of that change.

I (we) attended several meetings hosted by the Val Verde Neighborhood Association and the new owner of 4625 Delta Drive, Erik Tijerina and his associates. After the initial opposition, we supported Mr. Tijerinas's effort to work towards a mutual agreement with the residents in order to become a part of the Val Verde Community.

Mr. Tijerina (owner of Volter Electric) has agreed to transform the inside of the building to office space in the existing building and keep office hours; not to renew the cell phone tower; allow an entrance and exit from Delta Drive only; landscape the sidewalk on Barney Street; and specifically, not to build two story apartments. Therefore, we support the rezoning from an R-5 (residential) to a C-2(commercial) with a special permit, and more importantly, keep the east end of the property residential (R-5).

We will continue to be an involved participant in the Val Verde community, and want to send a clear message to future investors that we expect to be included in any decisions that will disrupt the tranquility, safety and health of our neighborhood.

Respectfully,

David Cain

President

Submitted by Annette Baeza, Resident, Val Verde Community
(Handwritten letter attached)

My name is Annette Baeza. I live at 416 Francis St. I collected signatures for the support of the Volter Project. The signatures I collected are those of my family. Jose Baeza, Bernadette Baeza, Cynthia Baeza, Luz Luevano are my brother and sisters. They all grew up in this home and graduated from Jefferson High School. They all still live in El Paso. Luz Luevano lived at one point in time at the home where Linda Zavala resides which is now her home [401 Francis Street]. Her son Mark Rivas lived there as well and graduated from Jefferson High School. Her husband Agustin Luevano dated her for years and would pick her up at this house before they married.

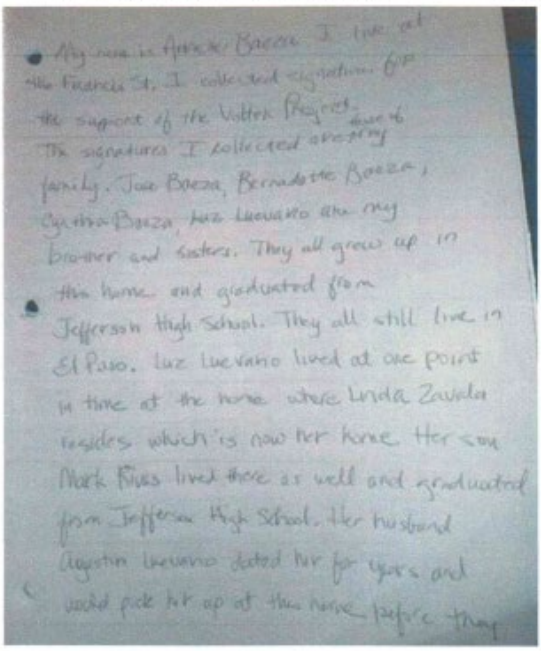
My brother Joe married his childhood high school sweetheart who also graduated from Jefferson High School. They both babysat me here in this home. Then they married and continued to visit my parents here in this home. Bernadette Baeza is my sister and her sons are Roberto and Steve. They frequented this home for many, many years to visit their grandpa, my dad. Their wives have come here many times to visit me. They all still visit me to this day.

Cynthia Baeza is my sister. She married a fellow Jefferson High School Alumni who also happened to be a friend of Linda Zavala. She had a daughter with him. That daughter is Nikki Ahedo. She has 3 boys whose last names are Mendoza. They are in junior high and high school now, but I babysat these boys from birth until they were six and seven years old here in this home. To this day, they still come visit me here in this home. They help me with yard work and cleaning.

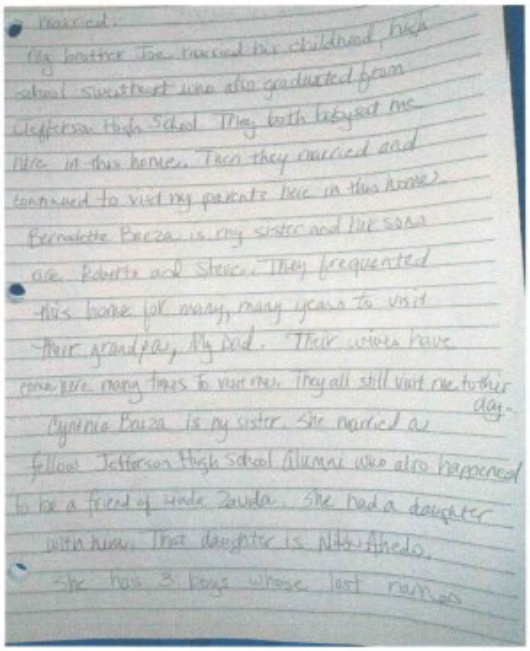
The signatures I obtained are my family members who supported our objectives. They all support Val Verde Vecinos Association and are very familiar with this neighborhood. This neighborhood is a part of their history as well as it is mine. To this day!

Thank you,

Annette Baeza Vela
July 14, 2021



My name is Aprile Baeza. I live at 1116 Francis St. I collected signatures for the support of the Valley Project. The signatures I collected are of my family. Joe Baeza, Bernadette Baeza, Cynthia Baeza, Luz Luevano are my brother and sisters. They all grew up in this home and graduated from Jefferson High School. They all still live in El Paso. Luz Luevano lived at one point in time at the home where Linda Zavala resides which is now her home. Her son Mark Rios lived there as well and graduated from Jefferson High School. Her husband Agustin Luevano dated her for years and would pick her up at this home before they



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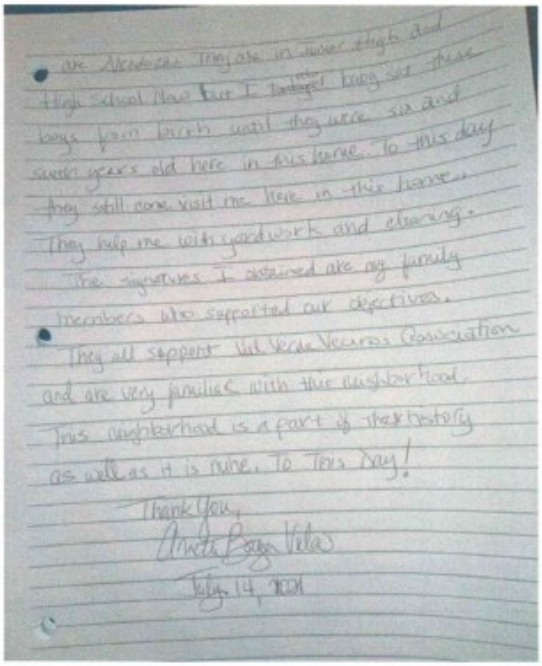

are Arredondo. They are in their high and High School. Now that I no longer baby sit these boys from birth until they were six and seven years old here in this home. To this day they still come visit me. Here in this home. They help me with yardwork and cleaning.

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They all support Del Verde Veterans Association and are very families with this neighborhood. This neighborhood is a part of their history as well as it is mine. To This Day!

Thank You,

Aprile Baeza Vela

July 14, 2021

VAL VERDE RESIDENTS *FOR* REZONING of 4625 DELTA DRIVE
(Former location of Boys & Girls Club)

We, the residents and property owners of the Val Verde Neighborhood, support the proposed rezoning and subdivision of 4625 Delta Drive. Mr. Erik Tijerina, owner of Volter Electrical Construction, has proposed to change a portion of the property from residential (R-5) to commercial (C-2) with a special permit for a small contractor's yard. He has agreed to leave the east end of the property an R-5, and will not build two-story apartments there. Mr. Tijerina has also agreed not to renew the cell phone tower lease located on the property; will build a rock wall buffer; and landscape the walkway on Barney Street. No impact will be made on any adjoining properties.

Nosotros, residentes propietarios de la comunidad de Val Verde, acordamos que la propuesta subdivision y rezonificación de 4625 Delta Drive sea de acuerdo. Sr. Erik Tijerina, dueño de Volter Electrical Construction, propuso cambiar porción de la propiedad de residencial (R-5) a commercial (C-2) con un permiso especial para convertir en una yarda de contratistas. También acordó dejar la orilla de lado este en propiedad (R-5). No construirá propuesto edificio de apartamentos de dos pisos; construirán una cerca de piedra; y un paisajismo en la calle Barney. Sr. Tijerina también acordó no renovar el contrato de la torre celular localizada en la propiedad. No habra impacto con las propiedades adjuntas.

1 **Name/Nombre:** Julia Oñate **Date/Fecha:** 6/25/2021
Address/Dirección: 412½ Dolan **Zip:** 79905
Signature/Firma: Julia Oñate

2 **Name/Nombre:** Lee Oñate **Date/Fecha:** 6/25/2021
Address/Dirección: 428 Francis Pl **Zip:** 79905
Signature/Firma: Lee Oñate

3 **Name/Nombre:** Arnetta Baeza **Date/Fecha:** 6/25/21
Address/Dirección: 416 Francis Street **Zip:** 79905
Signature/Firma: Arnetta Baeza

4 **Name/Nombre:** JESUS B. GARCIA JR **Date/Fecha:** 6/25/21
Address/Dirección: 410 FRANCIS St. **Zip:** 79905
Signature/Firma: JB Garcia

5 **Name/Nombre:** Petra R Licon **Date/Fecha:** 6/25/21
Address/Dirección: 407 Francis St ESTOS **Zip:** 79905
Signature/Firma: Petra R Licon

VAL VERDE RESIDENTS *FOR* REZONING of 4625 DELTA DRIVE
(Former location of Boys & Girls Club)

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6 **Name/Nombre:** Jimmy Licon **Date/Fecha:** 6/25/21

Address/Dirección: 407 Francis El Paso TX **Zip:** 799 05

Signature/Firma: Jimmy Licon

7 **Name/Nombre:** Belinda Joe Clay **Date/Fecha:** 6/25/21

Address/Dirección: 337 Alicia Dr El Paso **Zip:** 799 05

Signature/Firma: Belinda Joe Clay

8 **Name/Nombre:** Jesus Dominguez **Date/Fecha:** [redacted]

Address/Dirección: 414 Dolan St. **Zip:** 799 05

Signature/Firma: Jesus Dominguez

9 **Name/Nombre:** ALBERT NAVARRO **Date/Fecha:** 6/26/21

Address/Dirección: 4800 Barney St **Zip:** 799 05

Signature/Firma: Albert Navarro

__ **Name/Nombre:** _____ **Date/Fecha:** __/__/__

Address/Dirección: _____ **Zip:** 799___

Signature/Firma: _____

VAL VERDE RESIDENTS *FOR* REZONING of 4625 DELTA DRIVE
(Former location of Boys & Girls Club)

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10 **Name/Nombre:** Guadalupe Mendoza **Date/Fecha:** 6/26/21

Address/Dirección: 434 Francis **Zip:** 79905

Signature/Firma: [signature]

11-12 **Name/Nombre:** MARIA S. ESPARZA **Date/Fecha:** 6/26/21

(3) **Address/Dirección:** 4716 SAGRDO LN. B. **Zip:** 79905

Signature/Firma: Maria S. Esparza (1)

13 **Name/Nombre:** 4716 Sagrado Ln. ALEX (2) Esparza **Date/Fecha:** 6/26/21

Address/Dirección: 4716 Sagrado Ln Manny (3) Esparza **Zip:** 79905

Signature/Firma: [signature]

14 **Name/Nombre:** Jose E. Avila **Date/Fecha:** 6/24/21

Address/Dirección: 415 Francis St. **Zip:** 79905

Signature/Firma: [signature]

15 **Name/Nombre:** Gloria E. Avila **Date/Fecha:** 6/26/21

Address/Dirección: 415 S. Francis St. **Zip:** 79905

Signature/Firma: Gloria E. Avila

VAL VERDE RESIDENTS *FOR* REZONING of 4625 DELTA DRIVE
(Former location of Boys & Girls Club)

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16 **Name/Nombre:** Jones Nuñez **Date/Fecha:** 6/25/21
Address/Dirección: 4631 Barney ST. **Zip:** 79905
Signature/Firma:

17 **Name/Nombre:** JESUS ZAVALA JR. **Date/Fecha:** 6/26/21
Address/Dirección: 423 FRANCIS ST. EL PASO TX **Zip:** 79905
Signature/Firma: Jesus Zavala

18 **Name/Nombre:** David Zavala **Date/Fecha:** 6/26/21
Address/Dirección: 423 Francis St. **Zip:** 79905
Signature/Firma: David Zavala

19 **Name/Nombre:** Rodolfo Zavala **Date/Fecha:** 6/26/21
Address/Dirección: 401 Francis ST **Zip:** 79905
Signature/Firma: Rodolfo Zavala

20 **Name/Nombre:** Mariana Sosa **Date/Fecha:** 6/26/21
Address/Dirección: 434 Francis **Zip:** 79905
Signature/Firma:

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(Former location of Boys & Girls Club)

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---

21 **Name/Nombre:** Hilda Lozano **Date/Fecha:** 6/27/21

Address/Dirección: 5200 Blanco #A **Zip:** 79905

Signature/Firma: Hilda Lozano

22 **Name/Nombre:** Sergio Romo **Date/Fecha:** 6/28/21

23 **Address/Dirección:** 177 - S. GLENWOOD **Zip:** 79905

NAME **~~Signature/Firma:~~** Maria Elena Reyes ① #700 SAGRADO LN

(2) **~~Name/Nombre:~~** signature **Date/Fecha:** 6/28/21

~~Address/Dirección:~~ signature **Zip:** 79905

~~Signature/Firma:~~ address

24 **Name/Nombre:** Jose L Munoz **Date/Fecha:** [redacted]

Address/Dirección: **Zip:** 79905

Signature/Firma:

25 **Name/Nombre:** Gilbert Gutierrez **Date/Fecha:** __/__/__

Address/Dirección: 637 FRANCIS **Zip:** 799__

Signature/Firma:

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(Former location of Boys & Girls Club)

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---

26 **Name/Nombre:** Ruben D. Martinez **Date/Fecha:** 6/28/2021

Address/Dirección: 2042 Elbow **Zip:** 79915

Signature/Firma: Ruben D. Martinez

27 **Name/Nombre:** Dora Villanueva **Date/Fecha:** 6/28/21

Address/Dirección: 4707 Comanche **Zip:** 79905

Signature/Firma: Dora Villanueva

28 **Name/Nombre:** Amada Jane Rodriguez **Date/Fecha:** 6/28/21

Address/Dirección: 200 Dr Vargas #C **Zip:** 79905

Signature/Firma: Amada Jane Rodriguez

29 **Name/Nombre:** Ernesto Munoz **Date/Fecha:** 6/28/21

Address/Dirección: 417 Francis St Rear **Zip:** 79905

Signature/Firma: Ernesto Munoz

30 **Name/Nombre:** David T Ortega **Date/Fecha:** 6/28/21

Address/Dirección: 248 Polan Ft **Zip:** 79905

Signature/Firma: David T. Ortega

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(Former location of Boys & Girls Club)

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---

31 **Name/Nombre:** Rosa Sanchez McDonald **Date/Fecha:** 06/27/21
Address/Dirección: 403 Val Verde **Zip:** 79905
Signature/Firma: Rosa Sanchez McDonald

32 **Name/Nombre:** RAY BONDAN **Date/Fecha:** 6/28/21
Address/Dirección: 248 FRANCIS ST. **Zip:** 79905
Signature/Firma:

33 **Name/Nombre:** Adam Nieto **Date/Fecha:** 6/28/21
Address/Dirección: 521 Valverde ST. **Zip:** 79905
Signature/Firma: ADAM NIETO

34 **Name/Nombre:** MARGARITA LUJAN **Date/Fecha:** 7/6/21
Address/Dirección: 252 FRANCIS St. **Zip:** 79905
Signature/Firma: Margarita Lujan

35 **Name/Nombre:** Gloria B Ayala **Date/Fecha:** 7/6/21
Address/Dirección: 254 Francis St **Zip:** 79905
Signature/Firma: Gloria B Ayala

VAL VERDE RESIDENTS *FOR* REZONING of 4625 DELTA DRIVE
(Former location of Boys & Girls Club)

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36 Name/Nombre: MARTIN E. LUNA Date/Fecha: 6/30/21
Address/Dirección: 648 DOLAN ST Zip: 79905
Signature/Firma: Martin E. Luna

37 Name/Nombre: RAMON ACOSTA Date/Fecha: [redacted]
38 Address/Dirección: 620 Dolan St Zip: 79905
Signature/Firma: Ramon Acosta

39 Name/Nombre: Ruben + Petra Jaramillo Date/Fecha: 7/7/21
(8) Address/Dirección: 624 Dolan St Zip: 79905
Signature/Firma: Ruben & Petra Jaramillo

40 Name/Nombre: Gloria Villa Date/Fecha: 7/7/21
Address/Dirección: 554 Dolan ST Zip: 79905
Signature/Firma: Gloria Villa

41 Name/Nombre: JORGE L. RIVAS SR. Date/Fecha: 7/09/21
Address/Dirección: 4805 EDNA AVE Zip: 79905
Signature/Firma: Jorge L. Rivas Sr.

ML

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(Former location of Boys & Girls Club)

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42 **Name/Nombre:** Steve Alva Jr **Date/Fecha:** 7/6/21
Address/Dirección: 224 Hardesty Pl. **Zip:** 79905
Signature/Firma:

43 **Name/Nombre:** Esteban Alva Sr **Date/Fecha:** __/__/__
Address/Dirección: 224 Hardesty pl **Zip:** 79905
Signature/Firma:

44 **Name/Nombre:** Jose C Aguilar **Date/Fecha:** __/__/__
Address/Dirección: 235 FRANCIS **Zip:** 799__
Signature/Firma: Jose C Aguilar

45 **Name/Nombre:** Daniel Fuentes Jr **Date/Fecha:** 06/07/21
Address/Dirección: 4528 Blanco #124 **Zip:** 79905
Signature/Firma:

46 **Name/Nombre:** Victor G. Zavala **Date/Fecha:** __/__/__
Address/Dirección: 235 Dolan st. El Paso, TX. 79905 **Zip:** 799__
Signature/Firma: Victor G. Zavala

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48 **Name/Nombre:** Celeste Arreola **Date/Fecha:** 7/8/21
Address/Dirección: 410 Francis St **Zip:** 79905
Signature/Firma: Celeste Arreola

49 **Name/Nombre:** Robert Arreola **Date/Fecha:** 7/8/21
Address/Dirección: 410 Francis St **Zip:** 79905
Signature/Firma: Robert Arreola

50 **Name/Nombre:** Emily Arreola **Date/Fecha:** 7/8/21
Address/Dirección: 410 Francis St. **Zip:** 79905
Signature/Firma: Emily Arreola

51 **Name/Nombre:** Lisa Gardea **Date/Fecha:** 7/08/21
Address/Dirección: 410 Francis St. **Zip:** 79905
Signature/Firma: Lisa Gardea

52 **Name/Nombre:** Rincon Gerardo **Date/Fecha:** 7/08/21
Address/Dirección: 410 Francis St. **Zip:** 79905
Signature/Firma: Gerardo R

Val Verde Neighborhood Association Eric Garcia 454 Buena Vista 79905 page 10 of 51
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ABV

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53 Name/Nombre: Mike Almanza Date/Fecha: 7/8/21
Address/Dirección: 6552 Dolan Street Zip: 79905
Signature/Firma:

54 Name/Nombre: Jose R. Quintanilla Date/Fecha: 7/8/'21
Address/Dirección: 647 Dolan Zip: 79905
Signature/Firma: Jose R. Quintanilla

55 Name/Nombre: Enrique Rodriguez Date/Fecha: 07/08/21
4728 Flower Dr.
El Paso, TX 79905
Address/Dirección: Zip: 79905
Signature/Firma: Enrique R. Rodriguez

56 Name/Nombre: Gloria Campa Date/Fecha: 7/11/21
Address/Dirección: 4705 Edna Zip: 79905
Signature/Firma: Gloria Campa

57 Name/Nombre: Bobby Campa Date/Fecha: 7/11/21
Address/Dirección: 4705 Edna Zip: 79905
Signature/Firma: Roberto Campa

mL

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---

58 **Name/Nombre:** FELIPE G. ORNELAS **Date/Fecha:** 6/30/21
Address/Dirección: 418 DOLAN ST. **Zip:** 79905
Signature/Firma: Felipe G. Ornelas

59 **Name/Nombre:** RAQUEL L. ORNELAS **Date/Fecha:** 6/30/21
Address/Dirección: 418 DOLAN ST. **Zip:** 79905
Signature/Firma: Raquel L. Ornelas

60 **Name/Nombre:** Ricardo gonzalez **Date/Fecha:** 7/1/21
Address/Dirección: 424 Kyle st **Zip:** 79905
Signature/Firma: [illegible]

61 **Name/Nombre:** Martha **Date/Fecha:** 7/9/21
Address/Dirección: 417 Francis **Zip:** 79905
Signature/Firma: Martha Villalobos

62 **Name/Nombre:** GILBERT GUTIERREZ **Date/Fecha:** __/__/__
Address/Dirección: 637 FRANCIS **Zip:** 799__
Signature/Firma: [signature]

Val Verde Neighborhood Association page 12 of 51

43

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63 **Name/Nombre:** Roberto Olvera **Date/Fecha:** 7/9/21
Address/Dirección: ~~Nelly Olvera~~ aka 412 FRANCIS **Zip:** 79905
Signature/Firma: Nelly Olvera

64 **Name/Nombre:** Nelly Olvera **Date/Fecha:** 7/9/21
Address/Dirección: 412 FRANCIS **Zip:** 79905
Signature/Firma:

65 **Name/Nombre:** Cesario Roberto Baeza **Date/Fecha:** 7/9/21
Address/Dirección: 14201 North Point **Zip:** 79938
Signature/Firma: Cesario Roberto Baeza

66 **Name/Nombre:** Bernalette Baeza **Date/Fecha:** 7/9/21
Address/Dirección: 14201 North Point **Zip:** 79938
Signature/Firma: Bernalette Baeza

67 **Name/Nombre:** Maira Elena Baeza **Date/Fecha:** 7/9/21
Address/Dirección: 14201 North Point **Zip:** 799___
Signature/Firma: Maira Elena Baeza

AD

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---

68 **Name/Nombre:** Anna Gutierrez **Date/Fecha:** 7/09/21

Address/Dirección: 1037 Francis **Zip:** 79905

Signature/Firma: [signature]

69 **Name/Nombre:** Yolanda de la Garza **Date/Fecha:** 7/9/21

Address/Dirección: 412 De Vargas **Zip:** 79905

Signature/Firma: YOLANDA DE LA GARZA

___ **Name/Nombre:** _____ **Date/Fecha:** ___/___/___

Address/Dirección: _____ **Zip:** 799___

Signature/Firma: _____

___ **Name/Nombre:** _____ **Date/Fecha:** ___/___/___

Address/Dirección: _____ **Zip:** 799___

Signature/Firma: _____

___ **Name/Nombre:** _____ **Date/Fecha:** ___/___/___

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---

70 **Name/Nombre:** LINDA ZAVALA **Date/Fecha:** 7/9/21
Address/Dirección: 401 FRANCIS ST. **Zip:** 79905
Signature/Firma: Linda Zavala

71 **Name/Nombre:** ANASTACIO ZAVALA **Date/Fecha:** 7/9/21
Address/Dirección: 423 Francis St **Zip:** 79905
Signature/Firma: Anastacio Zavala

72 **Name/Nombre:** Maria Adams **Date/Fecha:** 7/9/21
Address/Dirección: 417 FRANCIS ST **Zip:** 79905
Signature/Firma: MARIA ADAMS

73 **Name/Nombre:** SASHA ADAMS **Date/Fecha:** 7/9/21
Address/Dirección: 417 FRANCIS ST **Zip:** 79905
Signature/Firma: Sasha Adams

74 **Name/Nombre:** Carolina Zavala-Carrera **Date/Fecha:** 7/9/21
Address/Dirección: 10735 Fury Ln (551 Dolan) 79905 **Zip:** 79935
Signature/Firma: C Carrera

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---

16 Name/Nombre: David Garcia Date/Fecha: 7/9/21
Address/Dirección: 430 Dolan Zip: 79905
Signature/Firma: David Garcia

17 Name/Nombre: ~~Dari~~ Anita Garcia Date/Fecha: 7/9/21
Address/Dirección: 430 Dolan Zip: 79905
Signature/Firma: Anita Garcia

18 Name/Nombre: Liliana Martinez Date/Fecha: __/__/__
Address/Dirección: 308 Francis St Zip: 799__
Signature/Firma: Liliana Martinez [redacted]

18 Name/Nombre: Sergio R. Lopez Date/Fecha: 7/9/21
Address/Dirección: 605 Francis Street Zip: 79905
Signature/Firma: ~~ROSA TELLEZ~~

19 Name/Nombre: ROSA TELLEZ Date/Fecha: 7/9/21
Address/Dirección: 546 FRANCIS Zip: 79905
Signature/Firma: Rosa Tellez

VAL VERDE RESIDENTS *FOR* REZONING of 4625 DELTA DRIVE
(Former location of Boys & Girls Club)

We, the residents and property owners of the Val Verde Neighborhood, **support** the proposed rezoning and subdivision of 4625 Delta Drive. Mr. Eric Tijerina, owner, has proposed to change a portion of the property from residential (R-5) to commercial (C-2) with a special permit for a small contractor's yard. He has agreed to leave the east end of the property an R-5, and will not build two-story apartments there. Mr. Tijerina has also agreed not to renew the cell phone tower lease located on the property. No impact will be made on any adjoining properties.

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---

80 Name/Nombre: Dominique Ahedo Date/Fecha: 7/10/21
Address/Dirección: 7953 Porche st Zip: 79915
Signature/Firma: DAhedo

81 Name/Nombre: Cynthia Baeza Date/Fecha: 7/10/21
Address/Dirección: 7953 Porche St. Zip: 79915
Signature/Firma: Cynthia Baeza

82 Name/Nombre: Gabriel Mendoza Date/Fecha: 7/10/21
Address/Dirección: 7953 Porche st Zip: 79915
Signature/Firma: Gabriel Mendoza

83 Name/Nombre: Nicholas Mendoza Date/Fecha: 7/10/21
Address/Dirección: 7953 Porche St Zip: 79915
Signature/Firma: Nicholas Mendoza

84 Name/Nombre: Jose Baeza Date/Fecha: 7/12/21
Address/Dirección: 240 Yolonda Zip: 79915
Signature/Firma: Jose Baeza

AB

VAL VERDE RESIDENTS FOR REZONING of 4625 DELTA DRIVE
(Former location of Boys & Girls Club)

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---

85 Name/Nombre: Reyes Luz Date/Fecha: 07/11/21
Address/Dirección: 426 Francis St Zip: 79905
Signature/Firma:

86 Name/Nombre: Consuelo Cobos Date/Fecha: 7/11/21
Address/Dirección: 636 Barcelona Zip: 79905
Signature/Firma: Consuelo Cobos

87 Name/Nombre: Arali Ramos Date/Fecha: 6/14/21
Address/Dirección: 645 De Vargas Zip: 79905
Signature/Firma:

88 Name/Nombre: Esperanza Date/Fecha: 7/11/21
Address/Dirección: 425 Alicia Zip: 79905
Signature/Firma: pacheco

89 Name/Nombre: Felipe Cobos Date/Fecha: 7/11/21
Address/Dirección: 636 Barcelona Dr Zip: 79905
Signature/Firma:

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(Former location of Boys & Girls Club)

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---

90 Name/Nombre: Maria Sofia Ortega Date/Fecha: 7/11/21
Address/Dirección: 310 Dolan Zip: 79905
Signature/Firma: Maria Sofia Ortega

91 Name/Nombre: Maria de los Angeles Martinez Date/Fecha: 7/11/21
Address/Dirección: 304 Dolan Zip: 79905
Signature/Firma: M de los Angeles Martinez

92 Name/Nombre: Crescencia G. Mordes Date/Fecha: 7/11/21
Address/Dirección: 333 Dolan ST. Zip: 79905
Signature/Firma: Crescencia G. Mordes

93 Name/Nombre: Rina Dy Darling Date/Fecha: 7/11/21
Address/Dirección: 308 Francis St Zip: 79905
Signature/Firma: Esteban Jimenez

94 Name/Nombre: [illegible] Date/Fecha: 7/11/21
Address/Dirección: 5718 FLOWER Zip: 79905
Signature/Firma: [illegible]

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(Former location of Boys & Girls Club)

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---

95 Name/Nombre: Grace Chavez (Estrada) Date/Fecha: 7/11/21
Address/Dirección: 429 Dolan St Zip: 79905
Signature/Firma: Grace Chavez

96 Name/Nombre: Veronica Garcia Date/Fecha: 7/11/21
Address/Dirección: 247 Dolan St Zip: 79905
Signature/Firma:

97 Name/Nombre: JUAN MANRIQUEZ Date/Fecha: 7/11/21
Address/Dirección: 247 Dolan St Zip: 79905
Signature/Firma: For JUAN MANRIQUEZ

98 Name/Nombre: FRANCISCO. RODRIGUEZ Date/Fecha: 7/11/21
Address/Dirección: 314. VAL. Verde Zip: 79905
Signature/Firma: Francisco Rodriguez

99 Name/Nombre: Date/Fecha: 7/11/21
Address/Dirección: 405 1/2 Travis Alley 336 Del Rio TX Zip: 79905
Signature/Firma:

Val Verde Neighborhood Association

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VAL VERDE NEIGHBORHOOD ASSOCIATION MEMBER
FOR REZONING of 4625 DELTA DRIVE (former Boys & Girls Club)

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---

100 **Name/Nombre:** Dolores Salinas **Date/Fecha:** 7/11/21
Address/Dirección: 641 Alicia **Zip:** 79905
Signature/Firma: D Salas

101 **Name/Nombre:** Enguie Sanchez **Date/Fecha:** 7/11/21
Address/Dirección: 5015 Comanche **Zip:** 79905
Signature/Firma: Enguie Sanchez

102 **Name/Nombre:** Maria De Jesus Sanchez **Date/Fecha:** 7/11/2021
Address/Dirección: 5015 Comanche 799 **Zip:** 79905
Signature/Firma: Maria De Jesus Sanchez

103 **Name/Nombre:** Bernie Onate **Date/Fecha:** 7/11/2021
Address/Dirección: 428 French Pl **Zip:** 79905
Signature/Firma:

104 **Name/Nombre:** Joshua A Orvelas **Date/Fecha:** 7/11/21
Address/Dirección: 434 Francis **Zip:** 79905
Signature/Firma:

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---

105 Name/Nombre: Rodolfo Macosta Date/Fecha: 7/4/21
Address/Dirección: 255 Francis St El Paso TX Zip: 79905
Signature/Firma: Rodolfo Macosta

106 Name/Nombre: Jose Angel Murillo Date/Fecha: 7/4/21
Address/Dirección: 259 Francis St El Paso TX Zip: 79905
Signature/Firma: Jose Angel Murillo

107 Name/Nombre: Maria Nuñez Date/Fecha: 7/11/21
Address/Dirección: 250 Francis St. Zip: 79905
Signature/Firma: Maria Nuñez

108 Name/Nombre: Jesus Lopez Date/Fecha: 7/11/21
Address/Dirección: 303 Francis Zip: 79905
Signature/Firma:

109 Name/Nombre: Miriam M. Villagomez Date/Fecha: 07/11/21
Address/Dirección: 300 Francis St. Zip: 79905
Signature/Firma: M. M. Villagomez

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110 **Name/Nombre:** Juana Zamilpa (915) 204-7398 **Date/Fecha:** 7/11/21

Address/Dirección: 349 Barcelona **Zip:** 799 05

Signature/Firma: [signature]

111 **Name/Nombre:** FAUSTINO FONSECA JR **Date/Fecha:** 7/11/21

Address/Dirección: 152 S. GLENWOOD ST **Zip:** 799 05

Signature/Firma: Faustino Fonseca

112 **Name/Nombre:** Vicky M. Rios **Date/Fecha:** 7/11/21

Address/Dirección: 307 Val Verde **Zip:** 799 05

Signature/Firma: Vicky M. Rios

___ **Name/Nombre:** _____ **Date/Fecha:** ___/___/___

Address/Dirección: _____ **Zip:** 799____

Signature/Firma: _____

___ **Name/Nombre:** _____ **Date/Fecha:** ___/___/___

Address/Dirección: _____ **Zip:** 799____

Signature/Firma: _____

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113 **Name/Nombre:** Fernando Zavala **Date/Fecha:** 07/11/21
Address/Dirección: 1205 Avalon # G **Zip:** 79925
Signature/Firma: Fernando Zavala

114 **Name/Nombre:** Norma Zavala **Date/Fecha:** 7/11/21
Address/Dirección: 245 Pasadale Rd. **Zip:** 79907
Signature/Firma: Norma Zavala

115 **Name/Nombre:** EMMA ZAVALA **Date/Fecha:** 7/11/21
Address/Dirección: 423 FRANCIS ST. **Zip:** 79905
Signature/Firma: Emma Zavala

116 **Name/Nombre:** Vivian Carrera **Date/Fecha:** 7/11/21
Address/Dirección: 10735 Fury Ln **Zip:** 79935
Signature/Firma:

117 **Name/Nombre:** Danielle Ochoa **Date/Fecha:** 7/11/21
Address/Dirección: 454 Buena Vista **Zip:** 79905
Signature/Firma:

VAL VERDE RESIDENTS *FOR* REZONING of 4625 DELTA DRIVE
(Former location of Boys & Girls Club)

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---

118 **Name/Nombre:** Steven Sanchez **Date/Fecha:** 7/11/21
Address/Dirección: 440 S. Concepcion **Zip:** 79905
Signature/Firma: Steven Sanchez

119 **Name/Nombre:** Valerie Gray **Date/Fecha:** 07/11/21
Address/Dirección: 440 S. Concepcion St **Zip:** 79905
Signature/Firma: Valerie Gray

120 **Name/Nombre:** MARK Sanchez **Date/Fecha:** 7/11/21
Address/Dirección: 455 S. Concepcion **Zip:** 79905
Signature/Firma: Mark Sanchez

121 **Name/Nombre:** Rosalinda Salazar **Date/Fecha:** 7/12/21
Address/Dirección: 400. S. Concepcion St **Zip:** 79905
Signature/Firma: Rosalinda Salazar

122 **Name/Nombre:** Liz Gutierrez **Date/Fecha:** 7/12/21
Address/Dirección: 401 Alicia **Zip:** 79905
Signature/Firma: Liz Gutierrez

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***FOR* REZONING of 4625 DELTA DRIVE**

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---

123 **Name/Nombre:** Ernesto Castillo **Date/Fecha:** 7 / 13 / 21

Address/Dirección: 320 Javiers **Zip:** 799 05

Signature/Firma: Ernesto Castillo

___ **Name/Nombre:** _____ **Date/Fecha:** ___ / ___ / ___

Address/Dirección: _____ **Zip:** 799____

Signature/Firma: _____

___ **Name/Nombre:** _____ **Date/Fecha:** ___ / ___ / ___

Address/Dirección: _____ **Zip:** 799____

Signature/Firma: _____

___ **Name/Nombre:** _____ **Date/Fecha:** ___ / ___ / ___

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Signature/Firma: _____

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124 Name/Nombre: Sandra Cabalo Date/Fecha: 7/13/21
Signature/Firma: Sandra Cabalo

125 Name/Nombre: TIMOTHY A. CABALO Date/Fecha: 7/13/21
Signature/Firma:

126 Name/Nombre: Damian Cabalo Date/Fecha: 7/13/2021
Signature/Firma: Damian Cabalo

___ Name/Nombre: _____ Date/Fecha: ___/___/___
Signature/Firma: _____

___ Name/Nombre: _____ Date/Fecha: ___/___/___
Signature/Firma: _____

VAL VERDE RESIDENTS FOR REZONING of 4625 DELTA DRIVE
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---

127 Name/Nombre: PEDRO GRANADA Date/Fecha: 7/12/21

Address/Dirección: 550 Francis Zip: 79905

Signature/Firma:

128 Name/Nombre: Bonnie Campa Date/Fecha: 7/13/21

Address/Dirección: 4705 Edna Ave. Zip: 79905

Signature/Firma:

129 Name/Nombre: Date/Fecha: 7/13/21

Address/Dirección: Dolan Zip: 79905

Signature/Firma:

___ Name/Nombre: Date/Fecha: ___/___/___

Address/Dirección: Zip: 799___

Signature/Firma:

___ Name/Nombre: Date/Fecha: ___/___/___

Address/Dirección: Zip: 799___

Signature/Firma:

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130 Name/Nombre: Delia BRAVO Date/Fecha: 7/13/21
Address/Dirección: 4716 A Sagrado LN Zip: 79905
Signature/Firma: Delia Bravo

131 Name/Nombre: Jesus BRAVO Date/Fecha: 7/13/21
Address/Dirección: 4716 A Sagrado LN Zip: 79905
Signature/Firma: Delia Bravo X Jesus Bravo

132 Name/Nombre: Liliana BRAVO Date/Fecha: 7/13/21
Address/Dirección: 4716 A Sagrado LN Zip: 79905
Signature/Firma: Delia Bravo X Liliana Bravo

133 Name/Nombre: Litzy BRAVO Date/Fecha: 7/13/21
Address/Dirección: 4716 A Sagrado LN Zip: 79905
Signature/Firma: Delia Bravo X Litzy Bravo

___ Name/Nombre: _____ Date/Fecha: ___/___/___
Address/Dirección: _____ Zip: 799____
Signature/Firma: _____

VAL VERDE NEIGHBORHOOD ASSOCIATION MEMBER
FOR REZONING of 4625 DELTA DRIVE (former Boys & Girls Club)

We, the members of the Val Verde Neighborhood, support their decision of the proposed rezoning and subdivision of 4625 Delta Drive. Mr. Erik Tijerina, owner of Volter Electrical Construction, has proposed to change a portion of the property from residential (R-5) to commercial (C-2) with a special permit for a small contractor's yard. He has agreed to leave the east end of the property an R-5, and will not build two-story apartments there. Mr. Tijerina has also agreed not to renew the cell phone tower lease located on the property; will build a rock wall buffer; and landscape the walkway on Barney Street. No impact will be made on any adjoining properties.

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134 Name/Nombre: Rosa Trejo Date/Fecha: 07/14/21
Address/Dirección: 407 Tobin PL. Zip: 79905
Signature/Firma: Rosa Trejo

135 Name/Nombre: Pascual Mendoza Date/Fecha: 7/14/21
Address/Dirección: 409 DeVargas Zip: 79905
Signature/Firma: Pascual Mendoza

136 Name/Nombre: XAVIER LOZANO Date/Fecha: 7/14/21
Address/Dirección: 409 De Vargas Zip: 79905
Signature/Firma: Xavier Lozano

~~137~~ Name/Nombre: _____ Date/Fecha: ___/___/___
Address/Dirección: _____ Zip: 799____
Signature/Firma: _____

___ Name/Nombre: _____ Date/Fecha: ___/___/___
Address/Dirección: _____ Zip: 799____
Signature/Firma: _____

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__ **Name/Nombre:** Maria Elena Cuevas **Date/Fecha:** 7/13/21

Duplicate **Address/Dirección:** 4700 Sagrado Ln El paso Tx **Zip:** 79905

Signature/Firma: Estoy en favor en el cambio DeRezoning

__ **Name/Nombre:** Maria Elena Cuevas **Date/Fecha:** __/__/__

Address/Dirección: _____ **Zip:** 799___

Signature/Firma: _____

__ **Name/Nombre:** Eduardo R Cuevas **Date/Fecha:** __/__/__

Duplicate **Address/Dirección:** 4700 Sagrado Ln El paso Tx **Zip:** 79905

Signature/Firma: Maria Elena Cuevas Por Eduardo R Cuevas 7/13/21

137 **Name/Nombre:** Salvador Mora. **Date/Fecha:** 7/13/21

Address/Dirección: 261 Dolan **Zip:** 79905

Signature/Firma: X Salvador C Mora

138 **Name/Nombre:** Isela Mora **Date/Fecha:** 7/13/21

Address/Dirección: 261 Dolan **Zip:** 79905

Signature/Firma: Isela mora

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---

139 **Name/Nombre:** Yolanda Baeza **Date/Fecha:** 7/13/21

Address/Dirección: 317 Val Verde **Zip:** 799 05

Signature/Firma: Yolanda Baeza

140 **Name/Nombre:** Antonio Jaramillo **Date/Fecha:** 7/13/21

Address/Dirección: 370 Francis St **Zip:** 799 05

Signature/Firma: Antonio Jaramillo

__ **Name/Nombre:** _____ **Date/Fecha:** __/__/__

Address/Dirección: _____ **Zip:** 799____

Signature/Firma: _____

__ **Name/Nombre:** _____ **Date/Fecha:** __/__/__

Address/Dirección: _____ **Zip:** 799____

Signature/Firma: _____

__ **Name/Nombre:** _____ **Date/Fecha:** __/__/__

Address/Dirección: _____ **Zip:** 799____

Signature/Firma: _____

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(Former location of Boys & Girls Club)

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---

141 Name/Nombre: Alfredo medina Date/Fecha: 7/13/21

Address/Dirección: 252 DOLAN Zip: 79905

Signature/Firma: [signature]

142 Name/Nombre: Brenda Nunez Date/Fecha: 7/13/21

Address/Dirección: 241 Dolan St Zip: 79905

Signature/Firma: [signature]

143 Name/Nombre: Aldo Nunez Date/Fecha: 7/13/21

Address/Dirección: 241 Dolan St Zip: 79905

Signature/Firma: [signature]

___ Name/Nombre: _____ Date/Fecha: ___/___/___

Address/Dirección: _____ Zip: 799___

Signature/Firma: _____

___ Name/Nombre: _____ Date/Fecha: ___/___/___

Address/Dirección: _____ Zip: 799___

Signature/Firma: _____

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144 Name/Nombre: IRMA Lopez Date/Fecha: [redacted]
Address/Dirección: 605 FRANCIS ST Zip: 79905
Signature/Firma: Irma Lopez

145 Name/Nombre: Lugio Zp Date/Fecha: 7 / 13 / 21
Address/Dirección: 605 Francis Street Zip: 79905
Signature/Firma: Lugio Zp

___ Name/Nombre: _____ Date/Fecha: ___ / ___ / ___
Address/Dirección: _____ Zip: 799___
Signature/Firma: _____

___ Name/Nombre: _____ Date/Fecha: ___ / ___ / ___
Address/Dirección: _____ Zip: 799___
Signature/Firma: _____

___ Name/Nombre: _____ Date/Fecha: ___ / ___ / ___
Address/Dirección: _____ Zip: 799___
Signature/Firma: _____

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---

146 Name/Nombre: Nancy Soto Date/Fecha: 7/14/21

Address/Dirección: 318 francis St Zip: 79905

Signature/Firma: Nancy Soto

___ Name/Nombre: _____ Date/Fecha: ___/___/___

Address/Dirección: _____ Zip: 799____

Signature/Firma: _____

___ Name/Nombre: _____ Date/Fecha: ___/___/___

Address/Dirección: _____ Zip: 799____

Signature/Firma: _____

___ Name/Nombre: _____ Date/Fecha: ___/___/___

Address/Dirección: _____ Zip: 799____

Signature/Firma: _____

___ Name/Nombre: _____ Date/Fecha: ___/___/___

Address/Dirección: _____ Zip: 799____

Signature/Firma: _____

Resident

~~FRIENDS~~ OF VAL VERDE NEIGHBORHOOD ASSOCIATION
FOR REZONING of 4625 DELTA DRIVE (former Boys & Girls Club)

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---

147 Name/Nombre: ALMA BELTRAN Date/Fecha: 7/13/21

Address/Dirección: 301 DOLAN APT L Zip: 799 05

Signature/Firma: Alma Beltran

___ Name/Nombre: _____ Date/Fecha: ___/___/___

Address/Dirección: _____ Zip: 799____

Signature/Firma: _____

___ Name/Nombre: _____ Date/Fecha: ___/___/___

Address/Dirección: _____ Zip: 799____

Signature/Firma: _____

___ Name/Nombre: _____ Date/Fecha: ___/___/___

Address/Dirección: _____ Zip: 799____

Signature/Firma: _____

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---

148 **Name/Nombre:** Mariana Sosa **Date/Fecha:** 7/14/21

Address/Dirección: 434 Francis **Zip:** 79905

Signature/Firma: [signature] Support rezoning

Name/Nombre: Maria Elena Cuevas **Date/Fecha:** 7/14/21

Address/Dirección: 4700 Sagrado Ln El Paso TX **Zip:** 79905

Signature/Firma: Maria Elena Cuevas

Name/Nombre: EDUARDO R CUEVAS (En Favor de' 4625 DELTA **Date/Fecha:** 7/14/21

Address/Dirección: 4700 Sagrado Ln El Paso TX **Zip:** 79905

Signature/Firma: Maria E Cuevas Por Eduardo R Cuevas EDUARDO R CUEVAS es legalmente ciego

Name/Nombre: Jonas Nuñez **Date/Fecha:** 7/14/2021

Address/Dirección: 4631 Barney **Zip:** 79905

Signature/Firma: [signature] for rezoning

149 **Name/Nombre:** Jonas A. Nuñez **Date/Fecha:** 7/14/2021

Address/Dirección: 4631 Barney st **Zip:** 79905

Signature/Firma: Jonas Nuñez favor of

LIFELONG FRIENDS AND/OR FAMILY OF THE VAL VERDE COMMUNITY

FRIENDS **of the VAL VERDE COMMUNITY *FOR* REZONING of 4625 DELTA DRIVE**
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150 **Name/Nombre:** Laura Sutton **Date/Fecha:** 7/11/21
Address/Dirección: 8461 Castner #67 **Zip:** 799 79907
Signature/Firma: Laura Sutton

151 **Name/Nombre:** PEDRO MORA **Date/Fecha:** 7/11/21
Address/Dirección: 428 RIVERSIDE DR **Zip:** 799 15
Signature/Firma: Pedro A. Mora

152 **Name/Nombre:** SK Jose Lopez **Date/Fecha:** 7/11/21
Address/Dirección: 9321 Raleigh Dr. **Zip:** 799 24
Signature/Firma: SK Jose Lopez. KOFC

153 **Name/Nombre:** MARIA O. AVILA **Date/Fecha:** 07/11/2021
Address/Dirección: 1526 peter Hurd pa. **Zip:** 799 36
Signature/Firma: Maria O. Avila

154 **Name/Nombre:** Monica Bautista **Date/Fecha:** 6/19/21
Address/Dirección: 154 N. Glenwood **Zip:** 799
Signature/Firma: M. Bautista

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155 Name/Nombre: Alberto Lopez Date/Fecha: 7/11/2021
Address/Dirección: 9321 Raleigh Zip: 79924
Signature/Firma: A Belp

156 Name/Nombre: Brenda Lopez Date/Fecha: 7/11/21
Address/Dirección: 9501 Fairfax St. Zip: 79924
Signature/Firma: Brenda Lopez

157 Name/Nombre: Hilda Lopez Date/Fecha: 7/11/21
Address/Dirección: 9501 Fairfax St Zip: 79924
Signature/Firma:

158 Name/Nombre: Dora Lopez Date/Fecha: 7/11/21
Address/Dirección: FRANK PEDROZA Zip: 79905
Signature/Firma: Ramiro Pedroza

159 Name/Nombre: Jose Angel Gonzalez Date/Fecha: 07/11/2021
Address/Dirección: 518 Howell Zip: 79905
Signature/Firma:

LIFELONG FRIENDS AND/OR FAMILY OF THE VAL VERDE COMMUNITY

FRIENDS OF VAL VERDE NEIGHBORHOOD ASSOCIATION
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---

160 Name/Nombre: JOSE ORTIZ Date/Fecha: 07/11/21

Address/Dirección: 8401 TIGRIS Zip: 799 07

Signature/Firma: Jose Ortiz

___ Name/Nombre: _____ Date/Fecha: ___/___/___

Address/Dirección: _____ Zip: 799____

Signature/Firma: _____

___ Name/Nombre: _____ Date/Fecha: ___/___/___

Address/Dirección: _____ Zip: 799____

Signature/Firma: _____

___ Name/Nombre: _____ Date/Fecha: ___/___/___

Address/Dirección: _____ Zip: 799____

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Address/Dirección: _____ Zip: 799____

Signature/Firma: _____

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161 Name/Nombre: Angela Vu Date/Fecha: 7/13/2021
Signature/Firma: Angela Vu

162 Name/Nombre: James Vu Date/Fecha: 7/13/2021
Signature/Firma: James Vu

163 Name/Nombre: Patricia Ansel Date/Fecha: 7/13/2021
Signature/Firma: Pat Ansel

164 Name/Nombre: Gerald Ansel Date/Fecha: 7/13/2021
Signature/Firma: Gerald Ansel

___ Name/Nombre: _____ Date/Fecha: __/__/__
Signature/Firma: _____

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***FOR* REZONING of 4625 DELTA DRIVE** (former Boys & Girls Club)

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Nosotros, amigos de Val Verde Neighborhood Association, acordamos que la propuesta subdivision y rezonificación de 4625 Delta Drive sea de acuerdo. Sr. Erik Tijerina, dueño de Volter Electrical Construction, propuso cambiar porción de la propiedad de residencial (R-5) a commercial (C-2) con un permiso especial para convertir en una yarda de contratistas. También acordó dejar la orilla de lado este en propiedad (R-5). No construirá propuesto edificio de apartamentos de dos pisos; construirán una cerca de piedra; y un paisajismo en la calle Barney. Sr. Tijerina también acordó no renovar el contrato de la torre celular localizada en la propiedad. No habra impacto con las propiedades adjuntas.

---

165 **Name/Nombre:** Jose Luis Guerra **Date/Fecha:** 14 July 21

Address/Dirección: 2807 Altura Ave. **Zip:** 79930

Signature/Firma: [signature] - Friend

___ **Name/Nombre:** _____ **Date/Fecha:** ___ / ___ / ___

Address/Dirección: _____ **Zip:** 799___

Signature/Firma: _____

___ **Name/Nombre:** _____ **Date/Fecha:** ___ / ___ / ___

Address/Dirección: _____ **Zip:** 799___

Signature/Firma: _____

___ **Name/Nombre:** _____ **Date/Fecha:** ___ / ___ / ___

Address/Dirección: _____ **Zip:** 799___

Signature/Firma: _____

___ **Name/Nombre:** _____ **Date/Fecha:** ___ / ___ / ___

Address/Dirección: _____ **Zip:** 799___

Signature/Firma: _____

LIFELONG FRIENDS AND/OR FAMILY OF THE VAL VERDE COMMUNITY

VAL VERDE RESIDENTS *FOR* REZONING of 4625 DELTA DRIVE
(Former location of Boys & Girls Club)

We, the residents and property owners of the Val Verde Neighborhood, **support** the proposed rezoning and subdivision of 4625 Delta Drive. Mr. Eric Tijerina, owner, has proposed to change a portion of the property from residential (R-5) to commercial (C-2) with a special permit for a small contractor's yard. He has agreed to leave the east end of the property an R-5, and will not build two-story apartments there. Mr. Tijerina has also agreed not to renew the cell phone tower lease located on the property. No impact will be made on any adjoining properties.

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166 Name/Nombre: Michael Mendoza Date/Fecha: 7/12/21
Address/Dirección: 7953 Porche St. Zip: 79915
Signature/Firma: Michael Mendoza

167 Name/Nombre: MARK A RIVAS Date/Fecha: 7/12/21
Address/Dirección: 7215 CUBA Zip: 79915
Signature/Firma: Mark A

168 Name/Nombre: AGUSTIN LUEVANO Date/Fecha: 7/12/21
Address/Dirección: 7215 CUBA DR. Zip: 79915
Signature/Firma: Agustin Luevano

169 Name/Nombre: Luz R Luevano Date/Fecha: 07/12/21
Address/Dirección: 7215 Cuba DR. Zip: 79915
Signature/Firma: Luz R Luevano

170 Name/Nombre: Cleo Baeza Date/Fecha: 07/12/21
Address/Dirección: 14269 Desert Orchid Zip: 79928
Signature/Firma: Cleo Baeza

171 STEVE BAEZA
Val Verde Neighborhood Association 14269 DESERT ORCHID 79928
Steve Baeza 07/12/21

LIFELONG FRIENDS AND/OR FAMILY OF THE VAL VERDE COMMUNITY

VAL VERDE NEIGHBORHOOD ASSOCIATION MEMBER
FOR REZONING of 4625 DELTA DRIVE (former Boys & Girls Club)

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172 Name/Nombre: Karlissa Zavala Date/Fecha: 07 / 12 / 21
Address/Dirección: 2300 N Lee Trevino #1 Zip: 79936
Signature/Firma: Karlissa Zavala

173 Name/Nombre: Lauren Zavala Date/Fecha: 7 / 12 / 21
Address/Dirección: 2600 Julius Boros Zip: 79936
Signature/Firma:

174 Name/Nombre: Peggy Zavala Date/Fecha: 7 / 12 / 21
Address/Dirección: 2600 Julius Boros Zip: 79936
Signature/Firma: Peggy Zavala

175 Name/Nombre: Annie Castillo Date/Fecha: 7 / 12 / 21
Address/Dirección: 2300 Lee Trevino Apt. 1 Zip: 79936
Signature/Firma: Annie Castillo

176 Name/Nombre: Jessicka Luna Date/Fecha: 7 / 12 / 21
Address/Dirección: 10548 Darin Rd Zip: 79925
Signature/Firma:

LIFELONG FRIENDS AND/OR FAMILY OF THE VAL VERDE COMMUNITY

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FOR REZONING of 4625 DELTA DRIVE (former Boys & Girls Club)

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---

177 **Name/Nombre:** VIRGINIA I. MORENO **Date/Fecha:** 7 / 12 / 21

Address/Dirección: 10548 Davin Rd **Zip:** 79925

Signature/Firma: Virginia I. Moreno

___ **Name/Nombre:** _____ **Date/Fecha:** ___ / ___ / ___

Address/Dirección: _____ **Zip:** 799____

Signature/Firma: _____

___ **Name/Nombre:** _____ **Date/Fecha:** ___ / ___ / ___

Address/Dirección: _____ **Zip:** 799____

Signature/Firma: _____

___ **Name/Nombre:** _____ **Date/Fecha:** ___ / ___ / ___

Address/Dirección: _____ **Zip:** 799____

Signature/Firma: _____

___ **Name/Nombre:** _____ **Date/Fecha:** ___ / ___ / ___

Address/Dirección: _____ **Zip:** 799____

Signature/Firma: _____

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178 **Name/Nombre:** EDNA Marler **Date/Fecha:** 7,13,21.
Signature/Firma: Edna Marler

179 **Name/Nombre:** Jennifer Marler **Date/Fecha:** 7,13,21
Signature/Firma: Jennifer Marler

180 **Name/Nombre:** Angela Marler **Date/Fecha:** 7,13,21
Signature/Firma: Angela Marler

___ **Name/Nombre:** _____ **Date/Fecha:** __/__/__
Signature/Firma: _____

___ **Name/Nombre:** _____ **Date/Fecha:** __/__/__
Signature/Firma: _____

Val Verde Neighborhood Association

VAL VERDE NEIGHBORHOOD ASSOCIATION MEMBER
FOR REZONING of 4625 DELTA DRIVE

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---

181 **Name/Nombre:** Ernesto Torres **Date/Fecha:** 7/12/2021

Address/Dirección: 12244 Edgar Degas St **Zip:** 799 36

Signature/Firma: [signature]

182 **Name/Nombre:** Brandi Torres **Date/Fecha:** 7/12/2021

Address/Dirección: 12244 Edgar Degas **Zip:** 799 36

Signature/Firma: [signature]

183 **Name/Nombre:** Graciela Torres **Date/Fecha:** 7/12/2021

Address/Dirección: 12244 Edgar Degas St. **Zip:** 799 36

Signature/Firma: Graciela Torres

___ **Name/Nombre:** _____ **Date/Fecha:** ___/___/___

Address/Dirección: _____ **Zip:** 799___

Signature/Firma: _____

___ **Name/Nombre:** _____ **Date/Fecha:** ___/___/___

Address/Dirección: _____ **Zip:** 799___

Signature/Firma: _____

Friends of the Val Verde Neighborhood ~~Appreciation~~ Association

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(Former location of Boys & Girls Club)

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184 **Name/Nombre:** Daelin McSpadden **Date/Fecha:** 07/08/2021
Address/Dirección: 424 Ridgemont **Zip:** 79930
Signature/Firma:

185 **Name/Nombre:** JESUS URANGA **Date/Fecha:** 7/08/2021
Address/Dirección: 7764 WATERHOUSE **Zip:** 79912
Signature/Firma: Jesus Uranga

186 **Name/Nombre:** Manny Sifuentes **Date/Fecha:** 7/08/21
Address/Dirección: 424 Ridgemont **Zip:** 79912
Signature/Firma: Manny Sifuentes

187 **Name/Nombre:** MANUEL CASTANEDA **Date/Fecha:** 7/8/21
Address/Dirección: 959 ECOLIA **Zip:** 79907
Signature/Firma:

188 **Name/Nombre:** MAURO RUEDA **Date/Fecha:** 7/8/21
Address/Dirección: 9038 ACATCAN LN. **Zip:** 79907
Signature/Firma: Mauro Rueda

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---

189 Name/Nombre: DAVID G. MAINIK Date/Fecha: 7/8/21

Address/Dirección: 709 EL CENTAURO DR Zip: 799 22

Signature/Firma: [signature]

190 Name/Nombre: MANNY FLORES Date/Fecha: 7/8/21

Address/Dirección: 313 PYRITE Zip: 799___

Signature/Firma: Manny Flores

___ Name/Nombre: [illegible] Date/Fecha: 7/8/21

Duplicate

Address/Dirección: [illegible] Zip: 799 25

Signature/Firma: [signature]

___ Name/Nombre: _____ Date/Fecha: ___/___/___

Address/Dirección: _____ Zip: 799___

Signature/Firma: _____

___ Name/Nombre: _____ Date/Fecha: ___/___/___

Address/Dirección: _____ Zip: 799___

Signature/Firma: _____

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---

191 **Name/Nombre:** Norma Kidder **Date/Fecha:** __/__/__

Address/Dirección: _____ **Zip:** 799___

Signature/Firma: Norma Kidder

192 **Name/Nombre:** _____ **Date/Fecha:** __/__/__

Address/Dirección: _____ **Zip:** 799___

Signature/Firma: Carlos Contreras

193 **Name/Nombre:** Maria Legarretta **Date/Fecha:** [redacted]

Address/Dirección: 7717 Hearnside **Zip:** 799 15

Signature/Firma: [illegible]

194 **Name/Nombre:** [illegible] **Date/Fecha:** __/__/__

Address/Dirección: _____ **Zip:** 799___

Signature/Firma: _____

195 **Name/Nombre:** Frank M Gallardo **Date/Fecha:** 7/8/21

Address/Dirección: 113 Malaga Pl **Zip:** 799 05

Signature/Firma: Frank M Gallardo

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---

196 **Name/Nombre:** Louis J. Burrus Jr. **Date/Fecha** 07/08/21
Address/Dirección: 9900 Socorro Rd. **Zip:** 79927
Signature/Firma: Louis J. Burrus Jr.

197 **Name/Nombre:** Alicia Burrus **Date/Fecha:** 07/8/21
Address/Dirección: 9900 Socorro Rd. **Zip:** 79927
Signature/Firma: Alicia Burrus

198 **Name/Nombre:** Robert Sat **Date/Fecha:** 7/8/21
Address/Dirección: 235 Edgewood **Zip:** ~~799~~ 88063
Signature/Firma: Robert Sat

199 **Name/Nombre:** Richard Coppi **Date/Fecha:** 7/8/21
Address/Dirección: 8685 N. Loop Dr **Zip:** 79907
Signature/Firma: Richard Coppi

200 **Name/Nombre:** George Escalante **Date/Fecha:** 7/5/21
Address/Dirección: 320 Rucca Vista **Zip:** 799___
Signature/Firma: George Escalante

File #: 21-923, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 8
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Andrew Salloum, (915) 212-1603

AGENDA LANGUAGE:

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

An Ordinance granting Special Permit No. PZST21-00011, to allow for a small contractor's yard on the property described as a portion of F. Neve Survey No. 8, 4625 Delta Drive, City of El Paso, El Paso County, Texas, pursuant to Section 20.04.320 of the El Paso City Code. The penalty being as provided in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 4625 Delta Drive
Applicant: Erik Tijerina
PZST21-00011

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

AGENDA DATE: August 17, 2021
PUBLIC HEARING DATE: September 14, 2021

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Andrew Salloum, (915) 212-1603

DISTRICT(S) AFFECTED: District 8

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.1 Provide business friendly permitting and inspection processes
3.2 Improve the visual impression of the community

SUBJECT:
An Ordinance granting Special Permit NO. PZST21-00011, to allow for a small contractor's yard on the property described as a portion of F. Neve Survey No. 8, 4625 Delta Drive, City of El Paso, El Paso County, Texas, pursuant to Section 20.04.320 of the El Paso City Code. The penalty being as provided in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 4625 Delta Drive
Applicant: Erik Tijerina
PZST21-00011

BACKGROUND / DISCUSSION:
The applicant is requesting a special permit to allow for a small contractor's yard in the C-2 (Commercial) zone district as provided in El Paso City Code Section 20.04.320. City Plan Commission recommended 4-1 to approve the proposed special permit on July 15, 2021. As of August 6, 2021, the Planning Division has not receive any communication support or opposition to the special permit request. See attached staff report for additional information.

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division
SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

Philip F. Etiwe – Planning and Inspections Director

Revised 04/09/2021

ORDINANCE NO. _____

AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST21-00011, TO ALLOW FOR A SMALL CONTRACTOR'S YARD ON THE PROPERTY DESCRIBED AS A PORTION OF F. NEVE SURVEY NO. 8, 4625 DELTA DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.04.320 OF THE EL PASO CITY CODE. THE PENALTY BEING AS PROVIDED IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, the **Erik Tijerina,** has applied for a Special Permit under Section 20.04.320 of the El Paso City Code to allow for a small contractor's yard**;** and,

WHEREAS, a report was made by the City Plan Commission and a public hearing was held regarding such application; and,

WHEREAS, the City Plan Commission has recommended approval of the subject Special Permit; and

WHEREAS, the subject Special Permit has been submitted to the City Council of the City of El Paso for review and approval; and

WHEREAS, the City Council of the City of El Paso finds that the application conforms to all requirements of Section 20.04.320 of the El Paso City Code.

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

1. That the property described as follows, is in a C-2 District:
a portion of F. Neve Survey No. 8, 4625 Delta Drive, City of El Paso, El Paso County, Texas; and as more particulary described by metes and bounds on the attached **Exhibit "A"**, incorporated by reference, and,

2. That the City Council hereby grants a Special Permit under Section 20.04.320 of the El Paso City Code to allow for a small contractor's yard on the property described in Paragraph 1 of this Ordinance; and,

3. That this Special Permit is issued subject to the development standards in the C-2 (Commercial) District regulations and is subject to the approved Detailed Site Development Plan signed by the Applicant, the City Manager and the Executive Secretary to the City Plan Commission. A copy of this plan is attached hereto as **Exhibit "B"** and is incorporated herein by reference for all purposes; and,

4. That if at any time the Applicant fails to comply with any of the requirements of this Ordinance, Special Permit No. PZST21-00011, shall be subject to termination; construction or occupancy shall be discontinued; and the Applicant shall be subject to the penalty provisions of Chapter 20.24 and any other legal or equitable remedy; and,

5. That the Applicant shall sign an Agreement incorporating the requirements of this Ordinance. Such Agreement shall be signed and filed with the Zoning Administrator and the Executive Secretary to the City Plan Commission before building permits are issued.

ADOPTED this ___ day of _____, 2021.

THE CITY OF EL PASO

ATTEST:

_____
Oscar Leeser, Mayor

_____
Laura D. Prine, City Clerk

APPROVED AS TO FORM:

_____
Wendi N. Vineyard
Assistant Attorney

APPROVED AS TO CONTENT:

_____
Philip F. Etiwe, Director
Planning & Inspections Department

(agreement on next page)

AGREEMENT

Erik Tijerina, the Applicant referred to in the above Ordinance, hereby agrees to develop the above-described property in accordance with the approved Detailed Site Development Plan attached to same Ordinance, and in accordance with the standards identified in the **C-2 (Commercial) District** regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this 6th day of August, 2021.

Erik Tijerina

(Signature)

ERIK TIJERINA / PRESIDENT

(Name/Title)

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this 6TH day of AUGUST, 2021, by ERIK TIJERINA for Erik Tijerina

(Seal)

NOTARY PUBLIC STATE OF TEXAS
David Bryan Perales
My Commission Expires
10/04/2023
ID No. 132199226

Notary Public, State of Texas
Signature

DAVID PERALES

Printed or Typed Name

My Commission Expires:

10/4/23

EXHIBIT "A"

DORADO ENGINEERING GROUP
2717 E. YANDELL STREET EL PASO, TEXAS 79903 (915) 562-0002 FAX (915) 562-7743

4625 Delta Drive

Metes and Bounds description of a parcel of land being a portion of F. Neve Survey No.8, City of El Paso, County of El Paso, Texas and being more particularly described as follows:

Commencing at a chisel "V" on concrete at the intersection of the Easterly Right-of-Way line of Francis Drive and the Southerly Right-of-Way line of Barney Drive said "V" lying on the Northeast corner of Lot 1, Block 3, Pasadena Subdivision Unit Three said "V" bears South 04°54'55" East a distance of three hundred two and fifty hundredths (302.50) feet to an existing city monument at the centerline intersection of Francis Street and Manto Sagrqado Street; Thence South 83°30'00" West along the Southerly Right-of-Way line of Barney Drive a distance of four hundred thirty eight and seventy eight hundredths (438.78) feet to a corner on the Southerly Right-of-Way line of Barney Drive said corner being the Point of Beginning for this description.

Thence South 06°34'16" East along an Easterly line of the parcel being described a distance of forty six and sixty four hundredths (46.64) feet for a corner;

Thence North 90°00'00" East along a Northerly line of the parcel being described a distance of one hundred thirty one and ninety six hundredths (131.96) feet for a corner;

Thence South 00°00'00" East along an Easterly line of the parcel being described a distance of two hundred eighteen and thirty hundredths (218.30) feet for a corner on the Northerly Right-of-Way line of Delta Drive;

Thence along an arc of a curve to the right, said arc being the Northerly Right-of-Way line of Delta Drive, a distance of one hundred ninety nine and sixty two hundredths (199.62) feet said curve having a central angle of 08°12'44", a radius of one thousand three hundred ninety two and seventy hundredths (1392.70) feet a chord bearing of 63°08'45" West with a chord distance of one hundred ninety nine and forty five hundredths (199.45) feet for a point;

Thence North 59°02'00" West along the Northerly Right-of-Way line of Delta Drive a distance of two hundred fifty eight and forty hundredths (258.40) feet for a corner;

Thence North 00°00'00" East along the Westerly line of the parcel being described a distance of eleven and seventy one hundredths (11.71) feet for a corner on the Southerly Right-of-Way line of Barney Drive;

Thence North 83°30'00" East along the Southerly Right-of-Way line of Barney Drive a distance of two hundred sixty three and ninety hundredths (263.90) feet to the Northwesterly corner of the parcel being described, said corner being the Point of Beginning for this description.

Said parcel of land contains 53,337.00 square feet or 1.224 acres of land more or less

Fermin Dorado, R.P.L.S.

April 27, 2020

EXHIBIT "B"

LOCATION MAP
SC: 1" = 600'

PLANNING & INSPECTIONS DEPARTMENT
PLANNING DIVISION
DETAILED SITE DEVELOPMENT PLAN
APPROVED BY CITY COUNCIL
9/10/21
DATE
APPLICANT
EXECUTIVE SECRETARY, CITY PLAN COMMISSION
CITY MANAGER

SIDE ELEVATION

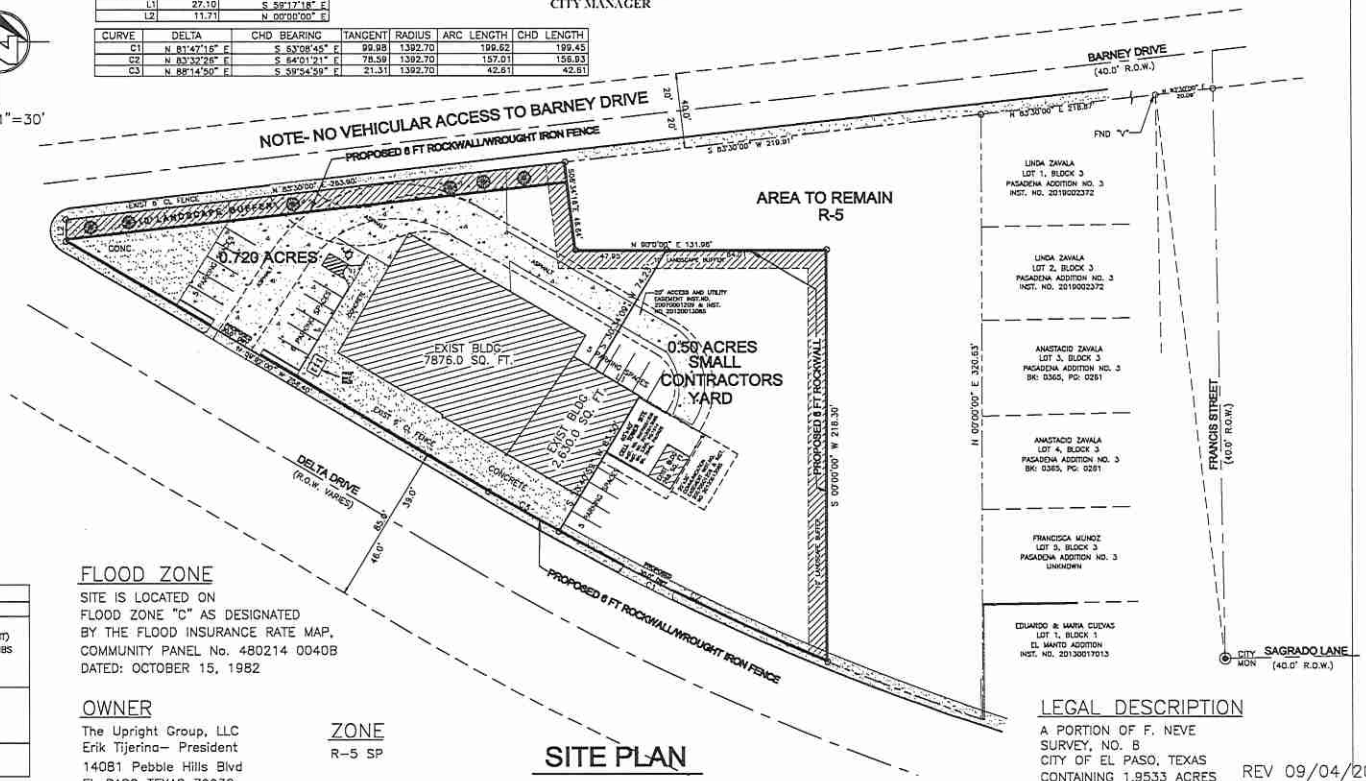
FRONT ELEVATION

NOTE:
That a ten feet (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at fifteen feet (15') on center along the property lines adjacent to residential or apartment zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.

LINE	LENGTH	BEARING
L1	27.10	S 59°17'18" E
L2	11.71	N 00°00'00" E

CURVE	DELTA	CHD BEARING	TANGENT	RADIUS	ARC LENGTH	CHD LENGTH
C1	N 81°47'16" E	S 63°08'45" E	99.98	1392.70	199.62	199.45
C2	N 83°32'28" E	S 64°01'21" E	78.59	1392.70	157.01	156.93
C3	N 88°14'50" E	S 59°54'59" E	21.31	1392.70	42.61	42.61

SCALE: 1"=30'



PARKING REQUIREMENTS

TOTAL GROSS AREA	10,490.00 SF
TOTAL GROSS AREA BLDG 1	7,876.00 SF
MINIMUM PARKING REQUIRED (CONTRACTOR EQUIP. STORAGE)	1/480 = 17
TOTAL GROSS AREA BLDG 2	2,630.00 SF
MINIMUM PARKING REQUIRED (OFFICE/PROFESSIONAL)	1/576 = 5
TOTAL PARKING REQUIRED	22
TOTAL PARKING PROPOSED	22
HANDICAPPED PARKING REQUIRED	1/25 = 1
TOTAL HANDICAPPED PARKING PROPOSED	1
BICYCLE SPACE REQUIRED	3
BICYCLE SPACE PROVIDED	3

LANDSCAPE CALCULATIONS

REQUIRED	PROVIDED
TOTAL AREA = 53,318.00 SQ. FT. BUILDING AREA = 10,506.00 SQ. FT. 53,318.00 - 10,506.00 = 42,812.00 SQ. FT. 42,812.00 SQ. FT. X 15% = 6,422.00 SQ. FT. LANDSCAPE REQUIRED 6,422/ 1,000.00 = 6.422 (7.0 UNITS)	6,422 UNITS 6 - TREES (1 PER UNIT) 283 - 5 GALLON SHRUBS (45 PER UNIT)
FRONTAGE LANDSCAPE BUFFER TREES: 10' MIN BUFFER AND (1) TREE PER 30 LF OF FRONTAGE DELTA DRIVE : 459.00 / 30 = 16 TREES	16 BUFFER TREES 16 STREET TREES
PARKING LOT TREES: (1) TREE PER 10 SPACES 22/ 10 = 2.2 TREES	2 TREES

FLOOD ZONE

SITE IS LOCATED ON FLOOD ZONE "C" AS DESIGNATED BY THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL No. 480214 0040B DATED: OCTOBER 15, 1982

OWNER

The Upright Group, LLC
Erik Tijerina– President
14081 Pebble Hills Blvd
EL PASO TEXAS 79938

ZONE

R-5 SP

SITE PLAN

LEGAL DESCRIPTION

A PORTION OF F. NEVE SURVEY, NO. 8
CITY OF EL PASO, TEXAS
CONTAINING 1.9533 ACRES

REV 09/04/20
04/06/2020

S:\drawings\4625 DELTA-BOYS CLUB\MP SYY.DWG

ENGINEERS SEAL
DORADO ENGINEERING, INC.
TEXAS REGISTERED
ENGINEERING FIRM
F-484

REFERENCES -- BENCHMARKS

SCALE:

DATE	REVISIONS	BY

DATE 04/06/20
DESIGN BY JD
DRAWN BY AO
CHKD. BY JD
APPD. BY JD

DORADO
ENGINEERING, INC.
ENGINEERS SURVEYORS PLANNERS
217 E YANDELL EL PASO, TEXAS 79903 (915)542-0002

PROJECT NAME
4625 DELTA DRIVE
PROPOSED BUISNESS PARK

SHEET TITLE
SITE PLAN

SHEET
1 OF 1

ZONING

4625 Delta Drive

City Plan Commission — July 15, 2021 SPECIAL PERMIT

CASE NUMBER:	**PZST21-000011**
CASE MANAGER:	Andrew Salloum, (915)212-1603, SalloumAM@elpasotexas.gov
PROPERTY OWNER:	The Upright Group, LLC.
REPRESENTATIVE:	Dorado Engineering, Inc.
LOCATION:	4625 Delta Drive (District 8)
PROPERTY AREA:	1.22-acres
EXISTING ZONING:	R-5/sp (Residential/special permit)
REQUEST:	Special Permit to allow for a small contractor's yard in C-2 (Commercial) zone district
RELATED APPLICATIONS:	PZRZ20-00013
PUBLIC INPUT:	None

SUMMARY OF REQUEST: The applicant is requesting a special permit to allow for a small contractor's yard in the C-2 (Commercial) zone district.

SUMMARY OF STAFF RECOMMENDATION: Staff recommends approval of the special permit for a small contractor's yard in C-2 (Commercial) zone district. The proposal meets all the requirements of 20.04.320 Special Permit and 20.04.150, Detailed Site Development Plan. Approval of the Detailed Site Development Plan will satisfy the related zoning condition requiring Detailed Site Development Plan approval prior to issuance of building permits.

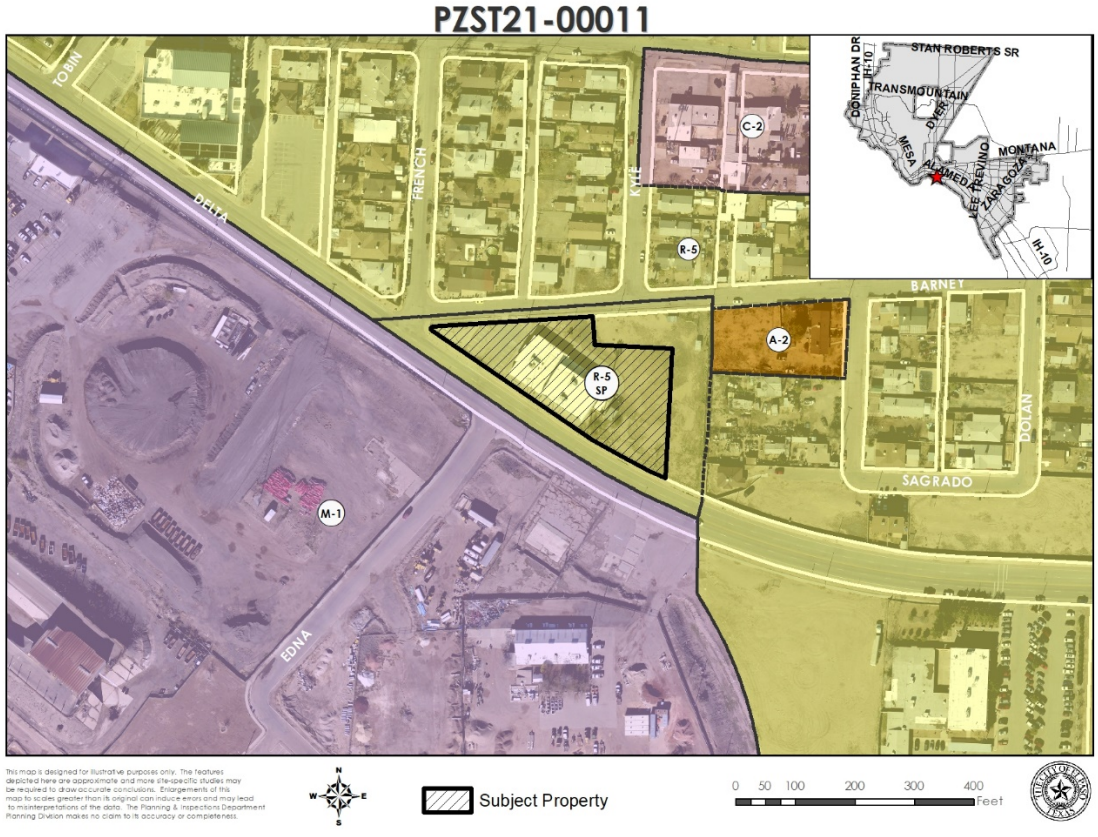


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting a special permit to allow for a small contractor's yard in the C-2 (Commercial) zone district. This special permit application is related to the rezoning application PZRZ20-00013, the applicant is also requesting to rezone from R-5/sp (Residential/special permit) to C-2/sp (Commercial/Special Permit) in order to allow for a small contractor's yard.

The detailed site development plan shows the existing 10,506 square-foot building which is proposed to be converted to a professional office and a small contractor's yard. The site plan also shows a six-foot (6') high combination masonry/wrought iron wall along the property line abutting Barney Street. Additionally, a ten-foot (10') landscaped buffer along the property line abutting Barney Street and adjacent to residential zone districts or uses to comply with the proposed zoning conditions. The development requires twenty-two (22) spaces and three bicycle spaces. The applicant is providing twenty-two (22) spaces on the subject property, including one accessible parking, as well as the three (3) required bicycle on the site. Access to the subject property is provided from Delta Drive.

The property currently has an approved special permit, approved by City Council on February 24, 1998, to allow the existing ground mounted PWSF on the property, see attachment 5.

COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (20.04.320.D)	
Criteria	**Does the Request Comply?**
1. The proposed development complies, except to the extent waived, varied or modified pursuant to the provisions of this title, with all of the standards and conditions applicable in the zoning district in which it is proposed to be located.	Yes. the property meets all applicable density and dimensional standards for their zoning district and use.
2. Furthers *Plan El Paso* and applicable neighborhood plans or policies.	Yes. The request complies with the recommendations of *Plan El Paso* and the G-2 designation.
3. Adequately served by and will not impose an undue burden upon public improvements.	Yes, access to the driveway and on-street parking will be from Delta Drive, the improved minor arterial. A proposed rezoning condition would prohibit access on Barney Street.
4. Any impacts of the proposed development on adjacent property are adequately mitigated with the design, proposed construction and phasing of the site development.	Yes. The proposed design of the development is compatible with surrounding properties.
5. The design of the proposed development mitigates substantial environmental problems.	Yes. Subject property does not involve greenfield/environmentally sensitive land or arroyo disturbance.
6. The proposed development provides adequate landscaping and/or screening where needed.	Yes. The development will comply with landscaping ordinance requirements.
7. The proposed development is compatible with adjacent structures and uses.	Yes. The existing uses and building configurations are similar to other properties in the immediate area.
8. The proposed development is not materially detrimental to the property adjacent to the site.	Yes. The proposed redevelopment in similar in intensity and scale to surrounding development.

COMPLIANCE WITH *PLAN EL PASO* GOALS & POLICIES – When evaluating whether a proposed special permit is in accordance with *Plan El Paso*, consider the following factors:	
Criteria	**Does the Request Comply?**
Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property: **G-2, Traditional Neighborhood:** This sector includes the remainder of Central El Paso as it existing through World War II. Blocks are small and usually have rear alleys; buildings directly faced streets; schools, parks, and small shops are integrated with residential areas. This sector is well-suited for use of the SmartCode as a replacement for current zoning when planned in conjunction with specific neighborhood plans or identified in the Comprehensive Plan.	Yes, the subject property and the proposed developments meet the intent of the G-2 Traditional Neighborhood (Walkable) Future Land Use designation The proposed development is adjacent to light manufacturing, apartment, and residential lots; and would thus contribute to the intent of the G-2 sector to have commercial uses integrated into residential areas.
Compatibility with Surroundings: The proposed use is compatible with those surrounding the site: **C-2 (Commercial) District:** The purpose of the district is to accommodate establishments providing goods or rendering services which are used in support of the community's trade and service establishments and serving multi-neighborhoods within a planning area of the city. The regulations of the districts will permit intensities designed to be compatible with each other and to provide for a wide range of types of commercial activity, including light automobile related uses.	Yes, the proposed professional office and a small contractor's yard are consistent with commercial and manufacturing uses in the neighborhood. The proposed office is permitted by right, and the proposed small contractor's yard is requiring a special permit in C-2 zone district. The surrounding properties are zoned R-5 (Residential), A-2 (Apartment), and M-1 (Light Manufacturing). The surrounding area uses vary from single-family dwellings, apartments, church, large contractor's yard, and the treatment plant.
THE PROPOSED PROJECT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	N/A. The proposed development is not within any historic districts or study area plan boundaries.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	The proposed development is not anticipated to pose any adverse effects on the community.
Natural Environment: Anticipated effects on the natural environment.	Subject property does not involve greenfield/environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area is stable and the proposed development is compatible with the existing residential, light manufacturing zoning, and uses of the surrounding properties.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	The proposed development is within an older, stable area of the city. The established neighborhood is comprised of single-family, apartment, and treatment plant uses. There have been no recent rezoning requests for this area.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The subject property borders Delta Drive and Barney Street, which are designated a minor arterial and local street respectively. Access is proposed from Delta Drive. It is adequate to serve the proposed development.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No objections to proposed special permit. There were no adverse comments received from the reviewing departments. Applicant is responsible for obtaining all applicable permits and approvals prior to construction.

PUBLIC COMMENT: The subject property lies within the boundaries of the El Paso Central Business Association, the Sunrise Civic Group, and the Val Verde Neighborhood Association, all of which were notified of the special permit application. Public notices were mailed to property owners within 300 feet of the subject property on July 1, 2021. As of July 8, 2021, the Planning Division has not received any communication in support or opposition to the request from the public. Additionally, several members of the neighborhood voiced their opposition to the proposed rezoning at the meeting held with the neighborhood on March 18, 2021.

RELATED APPLICATIONS: N/A.

CITY PLAN COMMISSION OPTIONS:

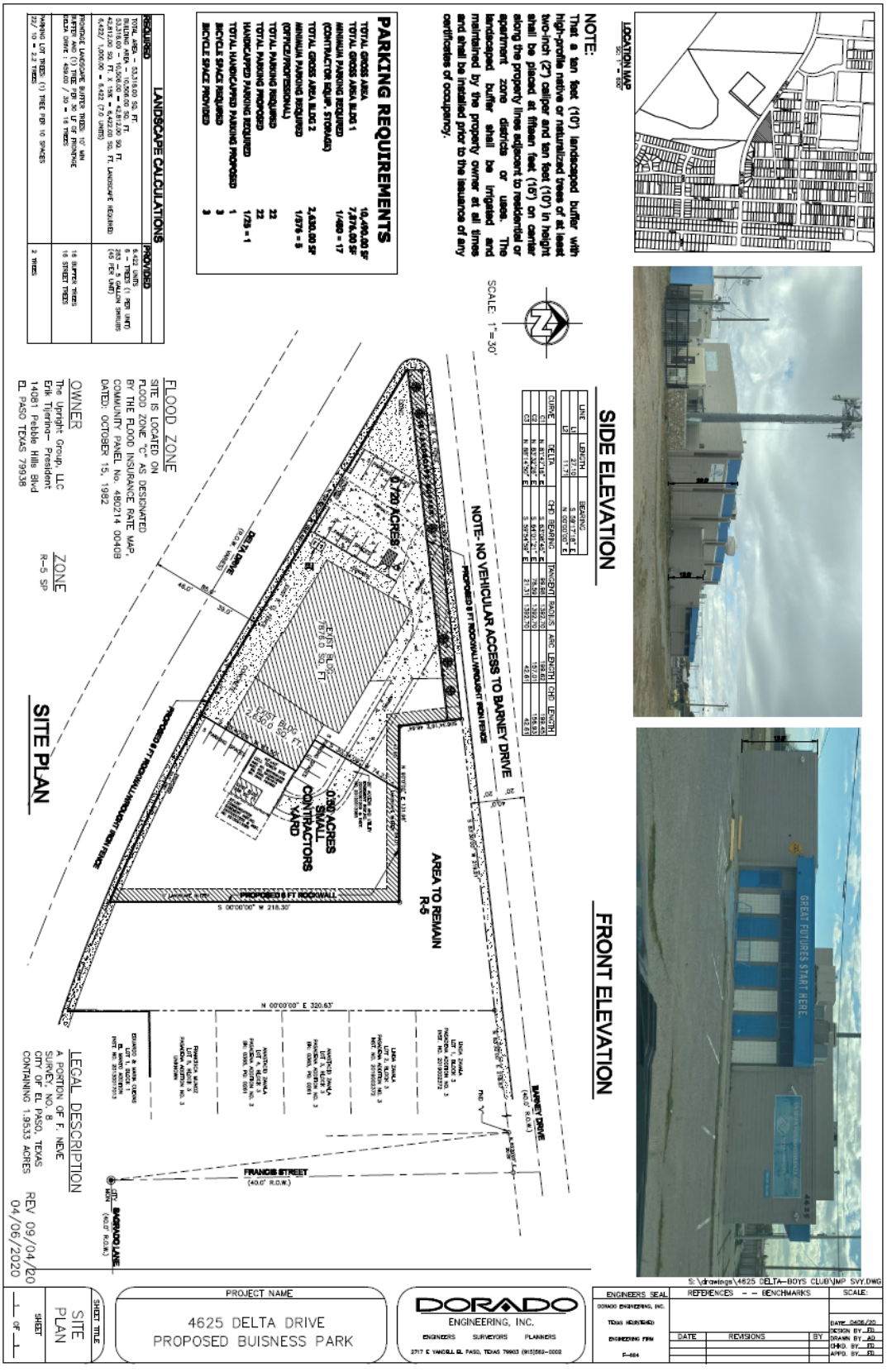
The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

1. **Recommend Approval** of the special permit request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
2. **Recommend Approval of the special permit request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.
3. **Recommend Denial** of the special permit request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

ATTACHMENTS:

1. Detailed Site Plan
2. Future Land Use Map
3. Department Comments
4. Neighborhood Notification Boundary Map
5. Special Permit SP-97-24

ATTACHMENT 1



ATTACHMENT 2

ATTACHMENT 3

Planning and Inspections Department – Planning Division

No objections to the special permit request.

Planning and Inspections Department – Plan Review

No objections to the special permit and detailed site development plan.

Note: At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS, and Municipal Code

Land Development
The following comments will be addressed at the building permitting stage:

1. Six foot rock-walls inside property are required from high side along property boundary line abutting residential zone lots.
2. Show proposed drainage flow patterns on the preliminary plat and identify the discharge and/or storage location(s) for all storm-water runoff within the subdivision limits.
3. As per Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable in order to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of greenspace, water harvesting, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.
4. Verify proposed driveway apron radius from Delta Drive does not encroach onto the abutting property line.

Fire
No adverse comments.

Sun Metro
No objections.

Street and Maintenance
No objections.
A Traffic Impact Analysis is not required.

Texas Department of Transportation (TxDOT)
Proposed development is not abutting TxDOT right of way. Therefore, TxDOT has no comment.

Environmental Services Department
No objections.

El Paso County Water Improvement District #1
The attached item is not within the boundaries of EPCWID.

El Paso Water

El Paso Water (EPWU) does not object to this request.

Water:

There is an existing 4-inch diameter water main that extends along Barney Avenue., fronting the subject property. This main is located along the centerline of the right-of-way. This water main dead ends approximately 143-feet west of Kyle Street This water main is available for service.

There is an existing 12-inch diameter water main that extends along Delta Drive located approximately 13.5-feet south of the property. This water main is available for service.

Previous water pressure from fire hydrant #1028 located at the northeast corner of the intersection of French Place and Delta Drive., has yielded a static pressure of 100 psi, a residual pressure of 92 psi, and a discharge of 1,342 gallons per minute. The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer and relief valve, to be set for pressure as desired by the customer. The Lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

EPWU records indicate one (1) 1-1/2-inch active water service serving the subject property. The address of this service is 4625 Delta Drive.

Sanitary Sewer:

There is an existing 15-inch diameter sanitary sewer main that extends along Barney Street fronting the subject property. This main is located north of the right-of-way centerline. This sanitary sewer main is available for service.

There is an existing 8-inch diameter sanitary sewer main that extends along Delta Drive. This main is located approximately 73-feet south of the property. This main is available for service.

There is an existing 12-inch diameter force main that extends along Delta Drive located approximately 15-feet south of the property. No direct service connections are allowed to this main.

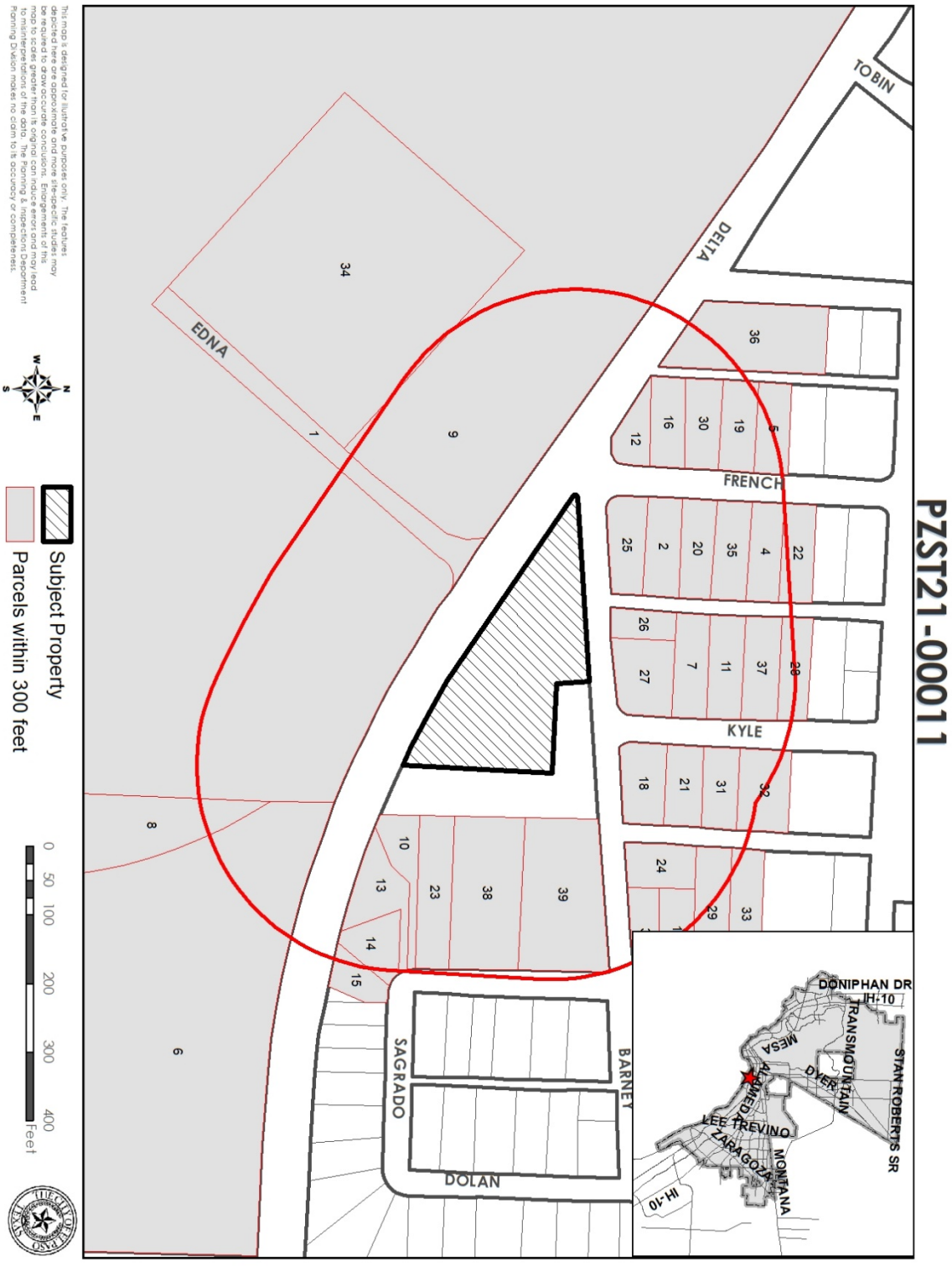
General:

An application for water and sanitary sewer services should be made 6 to 8 weeks prior to construction to ensure water for construction work. New service applications are available at 1154 Hawkins, 3rd floor. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater-PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

El Paso Water - Stormwater Engineering

As per Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable in order to reduce flooding and encourage the use of nonstructural storm water management such as the preservation of greenspace and other conservation areas, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, Subparagraph A-2 & A-5.

ATTACHMENT 4



ATTACHMENT 5

ORDINANCE NO. 013504

ORDINANCE GRANTING SPECIAL PERMIT NO. SP 97-24, TO ALLOW FOR A CELLULAR TELECOMMUNICATIONS ANTENNA (65' MONOPOLE) ON A PORTION OF F. NEVE SURVEY #8 (4652 BARNEY STREET) PURSUANT TO SECTION 20.14.040.U (ZONING) OF THE EL PASO MUNICIPAL CODE.

WHEREAS, **Cellular One** has applied for a Special Permit under Section 20.14.040.U of the El Paso Municipal Code, to allow for a cellular telecommunications antenna (65' monopole), and;

WHEREAS, a report was made to the City Plan Commission and a public hearing was held regarding such application;

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

1. That the property described as follows is in an R-5 (Residential) District:

A portion of F. NEVE SURVEY #8, City and County of El Paso, Texas, as more particularly described in the attached and incorporated Exhibit "A", and municipally known and numbered as 4652 Barney Street; and

2. That a cellular telecommunications antenna (65' monopole) is authorized by Special Permit in R-5 (Residential) districts under Section 20.14.040.U of the El Paso Municipal Code; and

3. That the requirements for a cellular telecommunications antenna (65' monopole) under Section 20.14.040.U have been satisfied; and

4. That the City Council hereby grants a Special Permit under Section 20.14.040.U of the El Paso Municipal Code, to allow a cellular telecommunications antenna (65' monopole) on the above-described property; and

5. That this Special Permit is issued subject to the development standards in the R-5 (Residential) district regulations and subject to the approved Site Development Plan, signed by the Applicant, the Mayor and the Executive Secretary to the City Plan Commission. A copy of this plan is attached hereto as Exhibit "B" and incorporated herein by reference for all purposes; and

6. That the Applicant shall sign an Agreement incorporating the requirements of this Ordinance. Such Agreement shall be signed and filed with the Zoning Administrator and the Executive Secretary of the City Plan Commission before building permits are issued; and

7. That if the Applicant fails to comply with any of the requirements of this Ordinance, **Special Permit No. SP 97-24** shall automatically terminate, and construction shall stop or occupancy shall be discontinued, until any such violation ceases.

PASSED AND APPROVED this 24th day of February, 1998.

THE CITY OF EL PASO

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

John F. Nance
Assistant City Attorney

APPROVED AS TO CONTENT:

Scott Stanfield
Dept. of Planning, Research & Development

AGREEMENT

CELLULAR ONE, the Applicant referred to in the above Ordinance, hereby agrees to develop the above-described property in accordance with the approved Site Development Plan and in accordance with the standards identified in the R-5 (Residential) District regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this 2nd day of December, 1997

CELLULAR ONE

By: _____

Title: SITE ACQ MGR.

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this 2nd day of December, 1997 by Joe Villarreal as Site Acq Mgr, on behalf of **CELLULAR ONE**, as Applicant.

My Commission Expires:

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:

_____

Special Permit #SP 97-24

CARMEN HOOVER
NOTARY PUBLIC
In and for the State of Texas
My commission expires
April 13, 2000

NANCE.pmc\#52859\ZON/PLAT\D13504 3 11/14/97

ORDINANCE_____

File #: 21-920, **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
Parks and Recreation, Ben Fyffe, (915) 212-1766

AGENDA LANGUAGE:

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

An Ordinance Amending Title 13 (Streets, Sidewalks & Public Places), Chapter 13.24 (City Parks and Recreation Areas), 13.24.070 (Dangerous Amusements), to allow a person to carry a handgun who is not otherwise prohibited by law from carrying a handgun.

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

DEPARTMENT: **Parks & Recreation**

AGENDA DATE: **August 17, 2021 (First Reading)**

PUBLIC HEARING DATE: August 31, 2021

CONTACT PERSON NAME AND PHONE NUMBER: **Ben Fyffe, 915.212.1766**

DISTRICT(S) AFFECTED: **All**

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

SUBGOAL: 4.2 Create innovative recreational, educational, and cultural programs

SUBJECT:
Approve an Ordinance Amending Title 13 (Streets, Sidewalks & Public Places), Chapter 13.24 (City Parks & Recreation Areas), 13.24.070 (Dangerous Amusements), to allow a person to carry a handgun who is not otherwise prohibited by law from carrying a handgun.

BACKGROUND / DISCUSSION:
Ordinance is required to bring City of El Paso into compliance with State of Texas HB1927, going into effect September 1, 2021. New law does not allow City to prohibit anyone 21 years or older from carrying handguns at municipal parks, unless they are prohibited by Federal or State law (e.g., convicted felons, or those with an assault/family violence conviction).

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:
No City funds used.

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

DEPARTMENT HEAD:

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 13 (STREETS SIDEWALKS AND PUBLIC PLACES), CHAPTER 13.24 (CITY PARKS AND RECREATION AREAS), 13.24.070 (DANGEROUS AMUSEMENTS), TO ALLOW A PERSON TO CARRY A HANDGUN WHO IS NOT OTHERWISE PROHIBITED BY LAW FROM CARRYING A HANDGUN.

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

1. Title 13 (Streets Sidewalks and Public Places), Chapter 13.24 (City Parks and Recreation Areas), 13.24.070 (Dangerous amusements) is amended to read as follows:

13.24.070 - Dangerous Amusements.

A. No person shall have within any city park any air rifle, pellet or b.b. gun, spring gun, bows and arrows, instruments capable of throwing a projectile, or possess any firearm, or throw or launch any stone, hard ball, remote control airplane, or other object likely to inflict injury; or drive any golf ball. No person may use roller-skates, inline skates, bicycle, skateboard or any similar device in areas in which the director has posted a sign prohibiting such activities. This section does not apply to acts done in an area designated by the city for such purpose. The provision related to firearms does not apply to a person carrying a handgun not otherwise prohibited by law from carrying a handgun.

B. No person shall possess a handgun except as provided in City Code Section 10.12.020.

2. Except as herein amended, the El Paso City Code remains in full force and effect.

PASSED AND APPROVED on this _____ day of _____, 2021.

CITY OF EL PASO

_____
Oscar Leeser
Mayor

ATTEST:

_____

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____

Karla Munoz
Assistant City Attorney

APPROVED AS TO CONTENT:

_____

Ben Fyffe, Managing Director
Cultural Affairs and Recreation

File #: 21-712, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 6
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Raul Garcia, (915) 212-1643

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of a Tract of land situated in the Ysleta Town Tract Survey, Abstract No. 214, City of El Paso, El Paso, County, Texas; said Tract being part of Lots 1 & 2, Block 2, A & M Addition, an addition to the City of El Paso according to the plat recorded in Volume 45, Page 10 of the Official Public Records of El Paso County, Texas; said Tract being part of that Tract of land described in Assumption Special Warranty Deed to Ben L. Ivey, LTD. recorded in Instrument No. 20020012761 of said Official Public Records; said Tract also being all of that Tract of land described in Assumption Special Warranty Deed to Ben L. Ivey, LTD. recorded in Instrument No. 20020012760 of said Official Public Records; said Tract also being part of Parcel 1 and all of Parcel 2 described in Deed of Trust recorded in Instrument No. 20190062708 of said Official Public Records, City of El Paso, El Paso County, Texas from A-2/sc (Apartment/special contract) to C-4/sc (Commercial/special contract) and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code. The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with *Plan El Paso*, the City's Comprehensive Plan. Subject Property: 9641 North Loop Drive and 215 Sofia Place Applicant: Kimely-Horn and Associates, Inc. PZRZ21-00005 [POSTPONED FROM 08-03-2021]

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

AGENDA DATE: July 7, 2021
PUBLIC HEARING DATE: August 3, 2021

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Raul Garcia, (915) 212-1643

DISTRICT(S) AFFECTED: District 6

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.1 Provide business friendly permitting and inspection processes
3.2 Improve the visual impression of the community

SUBJECT:
An Ordinance changing the zoning of Tract of land situated in the Ysleta Town Tract Survey, Abstract No. 214, City of El Paso, El Paso, County, Texas; said Tract being part of Lots 1 & 2, Block 2, A & M Addition, an addition to the City of El Paso according to the plat recorded in Volume 45, Page 10 of the Official Public Records of El Paso County, Texas; said Tract being part of that Tract of land described in Assumption Special Warranty Deed to Ben L. Ivey, LTD. recorded in Instrument No. 20020012761 of said Official Public Records; said Tract also being all of that Tract of land described in Assumption Special Warranty Deed to Ben L. Ivey, LTD. recorded in Instrument No. 20020012760 of said Official Public Records; said Tract also being part of Parcel 1 and all of Parcel 2 described in Deed of Trust recorded in Instrument No. 20190062708 of said Official Public Records, City of El Paso, El Paso County, Texas from A-2/sc (Apartment/special contract) to C-4/sc (special contract) and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 9641 North Loop Drive and 215 Sofia Place
Applicant: Kimely-Horn and Associates, Inc. PZRZ21-00005

BACKGROUND / DISCUSSION:
The applicant is requesting to rezone from A-2/sc (Apartment/special contract) to C-4/sc/c (Commercial/special contract/conditions) to allow for general warehouse and industrial development. City Plan Commission recommended 8-0 to approve the proposed rezoning with imposing conditions on June 3, 2021. As of June 25, 2021, the Planning Division received a letter in support of the rezoning request. Two presidents of Mission Valley Civic Association and Corridor 20 Civic Association spoke in favor of the request via the virtual CPC meeting. See attached staff report for additional information.

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division
SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD: Philip Etiwe

Revised 04/09/2021

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF TRACT OF LAND SITUATED IN THE YSLETA TOWN TRACT SURVEY, ABSTRACT NO. 214, CITY OF EL PASO, EL PASO, COUNTY, TEXAS; SAID TRACT BEING PART OF LOTS 1 & 2, BLOCK 2, A & M ADDITION, AN ADDITION TO THE CITY OF EL PASO ACCORDING TO THE PLAT RECORDED IN VOLUME 45, PAGE 10 OF THE OFFICIAL PUBLIC RECORDS OF EL PASO COUNTY, TEXAS; SAID TRACT BEING PART OF THAT TRACT OF LAND DESCRIBED IN ASSUMPTION SPECIAL WARRANTY DEED TO BEN L. IVEY, LTD. RECORDED IN INSTRUMENT NO. 20020012761 OF SAID OFFICIAL PUBLIC RECORDS; SAID TRACT ALSO BEING ALL OF THAT TRACT OF LAND DESCRIBED IN ASSUMPTION SPECIAL WARRANTY DEED TO BEN L. IVEY, LTD. RECORDED IN INSTRUMENT NO. 20020012760 OF SAID OFFICIAL PUBLIC RECORDS; SAID TRACT ALSO BEING PART OF PARCEL 1 AND ALL OF PARCEL 2 DESCRIBED IN DEED OF TRUST RECORDED IN INSTRUMENT NO. 20190062708 OF SAID OFFICIAL PUBLIC RECORDS, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM A-2/SC (APARTMENT/SPECIAL CONTRACT) TO C-4/SC (COMMERCIAL/SPECIAL CONTRACT) AND IMPOSING CONDITIONS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, the zoning of Tract of land situated in the Ysleta Town Tract Survey, Abstract No. 214, City of El Paso, El Paso, County, Texas; said tract being part of Lots 1 & 2, Block 2, A & M Addition, an addition to the City of El Paso according to the plat recorded in Volume 45, Page 10 of the Official Public Records of El Paso County, Texas; said tract being part of that tract of land described in Assumption Special Warranty Deed to Ben L. Ivey, Ltd. recorded in Instrument No. 20020012761 of said Official Public Records; said tract also being all of that tract of land described in Assumption Special Warranty Deed to Ben L. Ivey, Ltd. recorded in Instrument No. 20020012760 of said Official Public Records; said tract also being part of Parcel 1 and all of Parcel 2 described in Deed of Trust recorded in Instrument No. 20190062708 of said Official Public Records, located in the City of El Paso, El Paso County, Texas, more particularly describedby the metes and bounds attached as **Exhibit "A"**, be changed from **A-2/sc (Apartments/special contract)** to **C-4/sc (Commercial/special contract)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso, attached hereto as **Exhibit "B"**, be revised accordingly; and

That the following Conditions are imposed:

1. That a twenty foot (20') landscaped buffer be installed with high-profile native or naturalized trees of at least two-inch (2") caliper, ten feet (10') in height, and shall be placed at fifteen feet (15') on center along the southwesterly property line adjacent to the Mesa Drain. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy for any buildings or development located within 1000 feet of the southwesterly property line.

2. That a twenty foot (20') landscaped buffer be installed with high-profile native or naturalized trees of at least two-inch (2") caliper, ten feet (10') in height, and shall be placed at fifteen feet (15') on center along the property lines adjacent to the existing nursing home facility. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.

3. That an six foot (6') masonry wall along the southwesterly property line adjacent to the Mesa Drain be installed prior to certificates of occupancy for any buildings or development located within 1000 feet of the southwesterly property line.

4. Prior to the issuance of building permits a detailed site development plan shall be submitted and approved as per the El Paso City Code.

5. That prior to the issuance of certificates of occupancy, a 4-way stop be installed at the intersection of the southwesterly most access way and Camino Del Rey.

The penalties for violating the standards imposed through this rezoning ordinance are foundin Section 20.24 of the El Paso City Code.

ADOPTED this_____day of_____, 2021.

THE CITY OF EL PASO

ATTEST:

Oscar Leeser, Mayor

Laura D. Prine, City Clerk

APPROVED AS TO FORM:

Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:

Philip F. Etiwe, Director
Planning & Inspections Department

EXHIBIT A

LEGAL DESCRIPTION
229.7950 ACRE ZONING AREA

BEING a 229.7950 acre (10,009,868 square foot) tract of land situated in the Ysleta Town Tract Survey, Abstract No. 214, City of El Paso, El Paso, County, Texas; said tract being part of Lots 1 & 2, Block 2, A & M Addition, an addition to the City of El Paso according to the plat recorded in Volume 45, Page 10 of the Official Public Records of El Paso County, Texas; said tract being part of that tract of land described in Assumption Special Warranty Deed to Ben L. Ivey , Ltd. recorded in Instrument No. 20020012761 of said Official Public Records ; said tract also being all of that tract of land described in Assumption Special Warranty Deed to Ben L, Ivey, Ltd. recorded in Instrument No. 20020012760 of said Official Public Records; said tract also being part of Parcel 1 and all of Parcel 2 described in Deed of Trust recorded in Instrument No. 20190062708 of said Official Public Records; said tract being more particularly described as follows:

COMMENCING at a 5/8-inch iron rod found at the intersection of the east right-of-way line of Americas Avenue (Loop 375) (a 370-foot Wide right -of-way) and the north line of Mesa Drain recorded in Volume 317, Page 477 of said Official Public Records; said point also being the west corner of that tract of land described in Warranty Deed to Ben L. Ivey, Ltd, recorded in Instrument No. 20120046828 of said Official Public Records;

THENCE South 37°12'57" East, departing the said east line of Americas Avenue and along the north line of Mesa Drain, a distance of 379.60 feet to the **POINT OF BEGINNING;** from said point a brass disk stamped "CoEP" found bears South 16°48'26" West, a distance of 535.26 feet;

THENCE North 41°14'16" East, departing the said north line of Mesa Drain, a distance of 2 990.68 feet to a point for corner:

THENCE South 48°46'05" East, a distance of 542.74 feet to a 1/2-inch iron rod found for corner;

THENCE North 69°31'53" East, a distance of 35.50 feet to a point for corner;

THENCE South 39°10'54" East, a distance of 2425.70 feet to a point for corner;

THENCE South 20°12'12" East, a distance of 10.24 feet to a point for corher;

THENCE South 42°39'53" East, a distance of 283.70 feet to a point for corner;

THENCE South 78g39'25" East. a distance of 64.10 feet to a point for corner;

THENCE South 40°48'35" West, a distance of 1006.06 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 36°29'50"\
a radius of 1255.01 feet, a chord bearing and distance of North 51°58'51" West, 785.99 feet;

ZONING EXHIBIT
229.7950 ACRE TRACT
YSLETA TOWN TRACT SURVEY,
ABSTRACT NO. 214
CITY OF **EL** PASO
EL PASO COUNTY, TEXAS

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THENCE in a northwesterly direction, with said curve to the right, an arc distance of 799.44 feet to a point for corner;

THENCE North33 °43 '56" VVest, a distance of 1190.01 feet to a point for corner;

THENCE South56 °16'04 " VVest, a distance of 120 _0 0 feet to a point for corner;

THENCE South 33°43'56"E ast, a distance of 1190 .0 1 feet to a point at th e beginning of a tangent curve to the left having a central angle of 34 °35'09 ", a rad ius of 1375 _0 1 f e e t , a chord bearing and distance of South 51°01'30"E ast, 817.46 feet;

THENCE in a southeasterly d irection, with said curve to the left, an arc distance of 830.01 feet to a point for corner;

THENCE South 40°48'35 " VVe s,t a distance of 2195.17 feet to a point for corner in the said north line of Mesa Drain;

THENCE North 36°35'12" VVest, along the said north line of Mesa Drain, a distance of 3050 .18 feet to a point for corner in the east right-of-way line of Camino Del Rey Drive (a56 -foot wide ri h t-of-way);

THENCE along the said east line of Camino Del Rey Drive, the following four (4) calls:

North52 °10'59" East, a distance of95 .11 feet to a point for corner;

North 5 3°19'44 " East, a d istance of 143 .35 feet to a point at the beginning of a tangent curve to the left having a central angle of 12°06'1O", a radius of 1378.00 fee,t a Chord bearing and distance of North

THENCE North48°46 '26 " VVest, along the northeast line of said Rancho Del Rey Unit One, a distance of 438.47 feet to a point for the northwest terminus corner of said Camino Del Rey Drive;

THENCE along the west line of said Camino Del Rey Drive, the following four (4) calls:

South 41°13'34" West, a distance of 969 .35 feet to a point at the beginning of a tangent curve to the right having a central angle of 12°06 '1O", a radius of 1322.00 feet, a chord bearing and distance of South 47 °16'39" VVest,278 .73 feet;

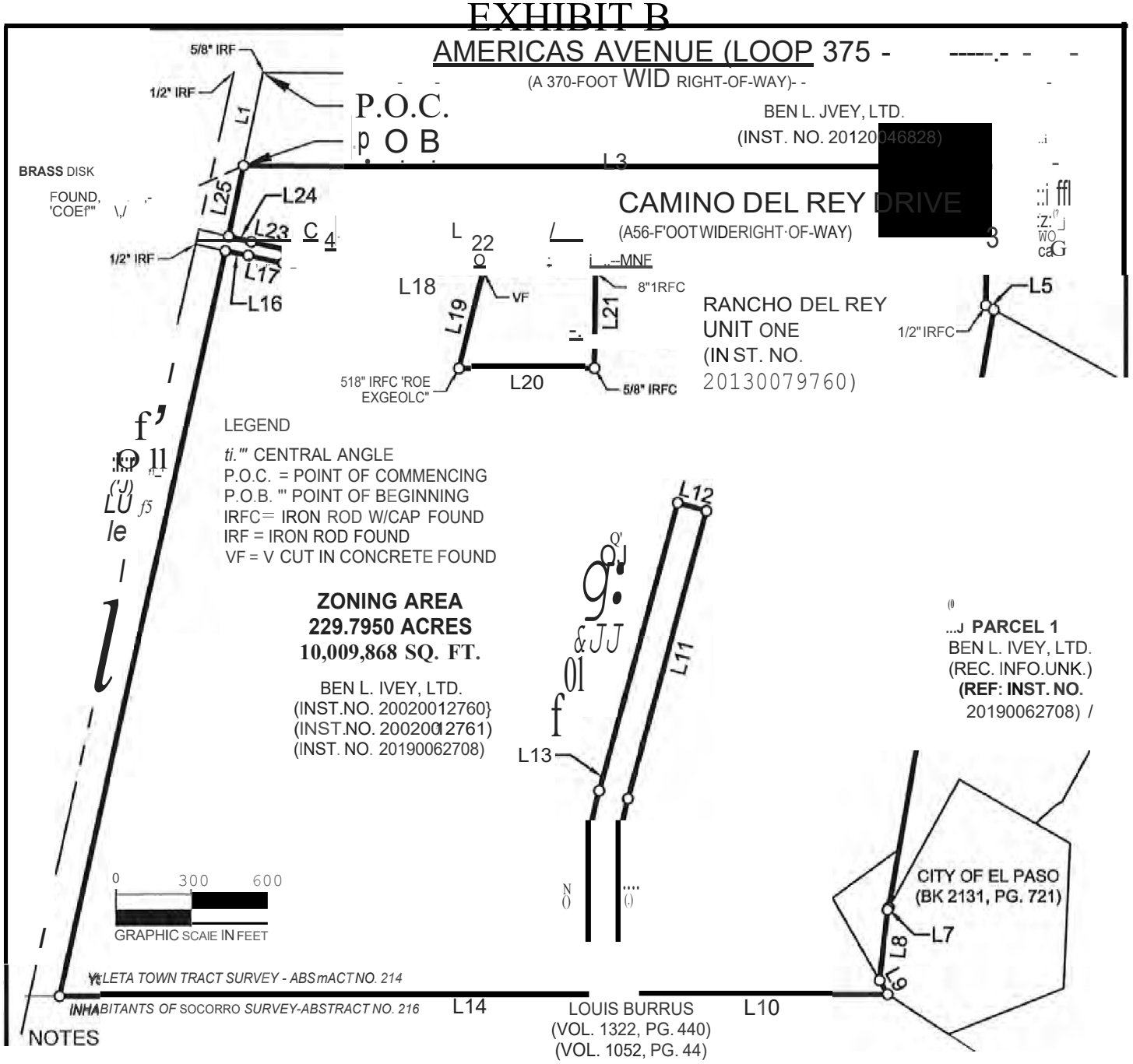
In a southwesterly d irection, **with** said curve to the right, an arc distance of 279.25 feet to a point for corner;

South53°19'44 " West, ad istance of 143.35 feet to a point for corner;

THENCE South54 °28 '29" West, a distance of 95.03 feet to a point for corner in the said north line of Mesa Drain;

THENCE North37 °12'57 " VVest, along the said north line of Mesa Drain, a distance of 288.78 feet to the **POINT OF BEGINNING** and containing 229.7950 acres or 10,009,868 square feet of land , more or less.

EXHIBIT B



NOTES

Bearing system based on the Texas Coordinate System of 1983(2011 adjustment), Central Zone (4203). A metes & bounds description of even survey date herewith accompanies this survey plat.

The undersigned, Registered Professional Land Surveyor, hereby certifies that this plat of survey accl)rately sets out the metes and bounds of the zoning tract.

ZONING EXHIBIT
229.7950 ACRE TRACT
YSLETA TOWN TRACT SURVEY,
ABSTRACT NO. 214
CITY OF EL PASO
EL PASO COUNTY, TEXAS

MICHAEL C, BILLINGSLEY
REG ISTERED PROFESS IONAL
LAND SURVEYOR NO. 6558
801 CHERRY STREET,
UNIT 11 SUITE 1300
FORT WORTH, TEXAS 76102
PH. 817-335-6511
michael.billingsley@kimley-horn.com

AEL CLEO BILLINGS
6558

Fort Worth, 'f oxes 7B102 FIRMII 10194040 www. 'imfoy-nomeom

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LINE TABLE		
NO.	BEARING	LENGTH
L1	S37°12'57"E	379.60'
L2	S16°48'26"W	535.26'
L3	N41°14'16"E	2990.68'
L4	S48°46'05"E	542.74'
LS	N69°31'53"E	35.50'
L6	S39°10'54"E	2425.70'
L7	S20°12'12"E	10.24'
LB	S42°39'53"E	283.70'
L9	S78°39'25"E	64.10'
L10	S40°48'35"W	1006.06'
L11	N33°43'56"W	1190.01'
L12	S56°16'04"W	120.00'
L13	S33°43'56"E	1190.01'
L14	S40°48'35"W	2195.17'
L15	N36°35'12"W	3050.18'
L16	N52°10'59"E	95.11"
L17	N53°19'44"E	143.35'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORDBEARING	CHORD
C1	36°29'50"	1255.01'	799.44'	N51°58'51"W	785.99'
C2	34°35'09"	1375.01'	830.01'	S51°01'30"E	817.46'
C3	12°06'10"	1378.00'	291.08'	N47°16'39"E	290.54'
C4	12°06'10"	1322..0'	279.25'	S47°16'39"W	278.73'

9641 North Loop Dr. and 215 Sofia Pl.

City Plan Commission — June 3, 2021 ***REVISED***

REZONING

CASE NUMBER:	**PZRZ21-00005**
CASE MANAGER:	Raul Garcia, 915-212-1643, GarciaR1@elpasotexas.gov
PROPERTY OWNER:	Ivey Investments, LTD
REPRESENTATIVE:	Kimley-Horn and Associates, Inc.
LOCATION:	9641 North Loop Dr. and 215 Sofia Pl. (District 6)
PROPERTY AREA:	229.79 acres
REQUEST:	Rezone from A-2/sc (Apartment/special contract) to C-4/sc (Commercial/special contract)
RELATED APPLICATIONS:	PLCP21-00001 Comprehensive Plan Amendment
PUBLIC INPUT:	None as of May 27, 2021

SUMMARY OF REQUEST: The applicant is requesting to rezone from A-2/sc (Apartment/special contract) to C-4/sc/c (Commercial/special contract/condition) to allow for general warehouse and industrial development.

SUMMARY OF STAFF RECOMMENDATION: Staff recommends **APPROVAL** of the request with the following conditions:

1. *That a twenty foot (20') landscaped buffer be installed with high-profile native or naturalized trees of at least two-inch (2") caliper, ten feet (10') in height, and shall be placed at fifteen feet (15') on center along the southwesterly property line adjacent to the Mesa Drain. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy for any buildings or development located within 1000 feet of the southwesterly property line.*
2. *That a twenty foot (20') landscaped buffer be installed with high-profile native or naturalized trees of at least two-inch (2") caliper, ten feet (10') in height, and shall be placed at fifteen feet (15') on center along the property lines adjacent to the existing nursing home facility. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.*
3. *That a six-foot (6) masonry wall along the southwesterly property line adjacent to the Mesa Drain be installed prior to certificates of occupancy for any buildings or development located within 1000 feet of the southwesterly property line.*
4. *Prior to the issuance of building permits a detailed site development plan shall be submitted and approved as per the El Paso City Code*
5. *That prior to the issuance of certificate of occupancy, a 4-way stop be installed at the intersection of the southwestern most access way and Camino Del Rey.*

The recommendation is based on the compatibility of the proposed zoning district with the surrounding residential, apartment, and commercial districts in the immediate area. It is also based on the consistency of the request with *Plan El Paso*, the City's adopted Comprehensive Plan.

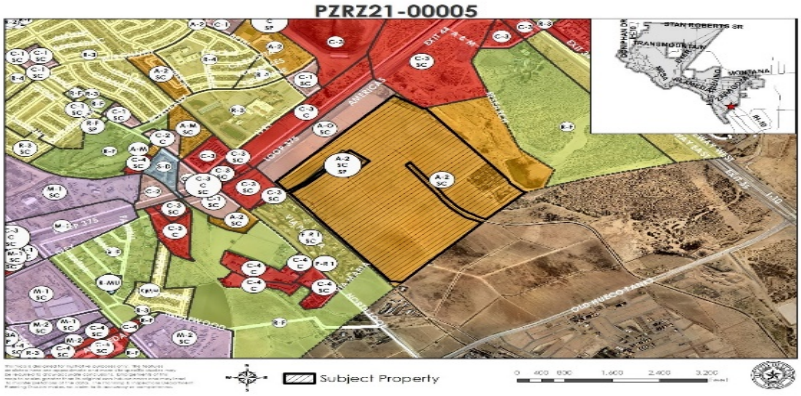


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone the subject property from A-2/sc (Apartment/special contract) to C-4/sc/c (Commercial/special contract/condition) to allow for proposed general warehouse and industrial business park. The conceptual site plan shows thirteen (13) warehouse and industrial buildings. Access to the subject property is provided from Americas Avenue and Camino Del Rey Drive.

PREVIOUS REZONING: On May 1, 1979, City Council approved a rezoning of the subject property from R-F (Ranch and Farm) to A-2 (Apartment) with the following special contract conditions imposed by Ordinance No. 6567:

1. No development of any kind will be done on any parcel of the property until complete and detailed site development and architectural plans of the proposed development on such parcel have been submitted by First Parties and approved by the City Plan Commission of the City of El Paso.
2. No building permits will be issued for construction on parcel numbers 6B, 7A, 7B, 8B and 11B in Exhibit "A" attached hereto, until a subdivision map of the parcel upon which construction is to be performed has been approved by the City Plan Commission of the City of El Paso and filed for record.
3. The total number of dwelling units to be constructed on the portions of the property which are zoned A-2 and are described as parcel number 6B, 7B, 8B, and 11B in Exhibit "A" attached hereto, shall not exceed 1500 units, notwithstanding the maximum number permitted under A-2 zoning. The term "dwelling unit" as used herein shall mean: one or more habitable rooms, including kitchen facilities, designed for occupancy by one family for living and sleeping purposes.

Special contract condition #1 will be satisfied by required detailed site development plan. Special contract condition #2 will be satisfied by requirement for subdivision plat. Special contract condition #3 will not apply since the proposed development does not include any dwelling units.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed district is consistent with the surrounding residential, apartment, and heavy commercial districts in the immediate area, and meets the established character of the neighborhood surrounding the subject property. Furthermore, the proposed development meets the intent of the G-7, Industrial and/or Railyards designation of *Plan El Paso* in the Mission Valley planning area.

COMPLIANCE WITH *PLAN EL PASO*/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors:	
Criteria	**Does the Request Comply?**
Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property: **G-7, Industrial and/or Railyards:** This sector applies to industrial parks, large free-standing industrial uses, refineries, non-military airfields, trucking terminals, and mines, all on large tracts in areas dominated by vehicles. This sector is essential to El Paso's economy; however, when an industrial use becomes obsolete, there can be potential for mixed-use redevelopment of the site. This sector also includes the existing railyards which could be redeveloped as mixed-use communities if the rail yards were moved out of town.	Yes, the subject property and the proposed developments meet the intent of the G-7 Industrial and/or Railyards Future Land Use designation of *Plan El Paso*. The proposed development is adjacent to apartment, residential, and commercial lots; therefore, has the potential to repurpose the lot for commercial and industrial employment to that has been vacant since 1978. The proposed development is adjacent to commercial and contributes to the addition of missing mixed commercial and industrial uses provided to surrounding neighborhoods within the area of the existing vacant lot and potentially reduces travel and infrastructure needs.

COMPLIANCE WITH *PLAN EL PASO*/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors:	
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: **C-4 (Commercial) District:** The purpose of this district is to provide for locations for the most intensive commercial uses intended to serve the entire city. It is intended that the district regulations permit heavy commercial uses characterized by automotive and light warehousing. The regulations of the districts are intended to provide a transition from general business areas to industrial and manufacturing uses, and to accommodate major locations of commerce, service and employment activities. Within the central business district, more intensive commercial uses are allowed, the predominant of which are retail trade and service uses, providing less restrictive height and area regulations.	Yes, the proposed commercial development uses are consistent with the commercial neighborhood. Commercial uses are common and appropriate in this sector. The surrounding properties are zoned P-R I (Planned-Residential I), A-2 (Apartment), A-O (Apartment/Office), and C-3 (Commercial). The proposed development is adjacent to residential development, assisted living facility, and vacant lots; therefore, has the potential to repurpose the lot for commercial development and employment to that has been non-developed lot for years.
Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.	Yes, the property is located on Americas Avenue which is classified as a freeway on the City of El Paso's Major Thoroughfare Plan.
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	N/A. The proposed development is not within any historic districts or study area plan boundaries.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	The proposed development is not anticipated to pose any adverse effects on the community. The proposed development will match development immediately surrounding the subject property.
Natural Environment: Anticipated effects on the natural environment.	Subject property does not involve greenfield/environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area is stable and the proposed development is compatible with the existing residential zoning and uses of the surrounding properties.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	The proposed development is in transition from inactive agricultural uses for the property. The established neighborhood is comprised of a residential and commercial development. There have been recent rezoning requests for this area to the northwest and southwest in 1979 and 1982 respectively.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The subject property borders Americas Avenue and Camino Del Rey Drive, which are designated a freeway and collector as per the City of El Paso's Major Thoroughfare Plan. Access is proposed from Americas Drive and Camino Del Rey Drive. It is adequate to serve the development.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No objections to the proposed rezoning. There were no adverse comments received. Applicant is responsible for obtaining all applicable permits and approvals prior to construction.

PUBLIC COMMENT: The subject property lies within the boundaries of the Mission Valley Civic Association and Corridor 20 Civic Association, which was notified prior to submittal of the Rezoning Application. The Planning & Inspections Department of the City of El Paso, in conjunction with the office of Representative Claudia Rodriguez, held two virtual community meetings April 22, 2021 and May 6, 2021 providing information on the proposed rezoning. As required, public notices were mailed to property owners within 300 feet on May 21, 2021. As of May 28, 2021, the Planning Division has received one letter in support of the rezoning request.

RELATED APPLICATIONS: PLCP21-00001 Comprehensive Plan Amendment.

CITY PLAN COMMISSION OPTIONS:

The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.
3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

ATTACHMENTS:

1. Future Land Use Map
2. Department Comments
3. Neighborhood Notification Boundary Map
4. Conceptual Site Plan
5. Letter of support

ATTACHMENT 1

ATTACHMENT 2

Planning and Inspections Department – Planning Division

The Planning Division recommended approval of the rezoning request with the following conditions:

1. That a twenty-foot (20') landscaped buffer be installed with high-profile native or naturalized trees of at least two-inch (2") caliper, ten feet (10') in height, and shall be placed at fifteen feet (15') on center along the southwesterly property line adjacent to the Mesa Drain. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy for any buildings or development located within 1000 feet of the southwesterly property line.
2. That a twenty-foot (20') landscaped buffer be installed with high-profile native or naturalized trees of at least two-inch (2") caliper, ten feet (10') in height, and shall be placed at fifteen feet (15') on center along the property lines adjacent to the existing nursing home facility. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.
3. That a six-foot (6) masonry wall along the southwesterly property line adjacent to the Mesa Drain be installed prior to certificates of occupancy for any buildings or development located within 1000 feet of the southwesterly property line.
4. Prior to the issuance of building permits a detailed site development plan shall be submitted and approved as per the El Paso City Code.
5. That prior to certificates of occupancy, a 4-way stop be installed at the intersection of the southwestern most access way and Camino Del Rey.

Planning and Inspections Department – Plan Review

Recommend approval of the rezoning request.

Planning and Inspections Department – Landscaping Division

Recommend approval of the rezoning request.

Planning and Inspections Department – Land Development

(Comments will be addressed at the subdivision platting stage.)

1. Show proposed drainage flow patterns on the preliminary plat. Identify the storage location for developed storm-water runoff within subdivision limits.
2. As per Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable in order to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of greenspace, water harvesting, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.
3. Coordinate plat with the Water Improvement District #1 for proposed improvements abutting laterals, bridge crossings, and securing access and if retaining water rights for the subdivision.

Street and Maintenance Department

The feasibility of the recommended mitigation for this TIA is currently under review by the SAM Department and TxDOT. Once all parties come to a consensus on the mitigation and developer's proportionate share then the TIA will be approved.

Texas Department of Transportation (TxDOT)

We are reviewing this request. The requestor will move forward with the location of the driveways that they have revised from the original comments we provided. The driveway will be approved when:

1. The final site plans and grading and drainage plan are submitted for review.
2. TIA comments are addressed, and
3. Any proposed work on North Loop is also submitted for review and approval.

After reviewing the warrant study, we agree that the study provided does meet the minimum criteria for a traffic signal installation based on the projected volumes provided in the study. However, the intersection narrowly meets the peak hour vehicle volume warrant 3 in the year 2027 causing reason for concern that the signal should not be installed before the short-range horizon year (2027). We are also recommending that a follow up vehicle count and warrant study be conducted the year prior to installing the traffic signal to verify the projected volumes are indeed being generated by the proposed development.

Fire Department

No comments received.

Sun Metro

No objections.

El Paso Water

Analysis of the water and sewer systems in the area is required to determine the number of connections to the water systems to be able to supply water demand and fire protection and also the connection points to the sewer system.

Water:

There is an existing 12-inch diameter water main that extends along Camino Del Rey Dr., located approximately 19-feet west of the eastern right-of-way line. This main is available for service and main extensions.

There is an existing 48-inch diameter water transmission main that extends along an existing 30-foot PSB easement. This easement is along the northern portion of the subject property. No direct service connections are allowed to this main as per the El Paso Water Utilities – Public Service Board Rules and Regulations.

Sanitary Sewer:

There is an existing 15-inch diameter sanitary sewer main that extends along Camino Del Rey Dr., located approximately 18-feet east of the western right-of-way line. This main is available for service and main extensions.

There is an existing 18-inch/21-inch sanitary sewer main that extends along a 30-foot PSB easement along the north portion of the subject property. No direct service connections are allowed to this sanitary sewer main as per the El Paso Water Utilities – Public Service Board Rules and Regulations.

There is an existing 48-inch diameter sanitary sewer interceptor located approximately 20-feet west into the Mesa Drain right-of-way from its eastern boundary line. No direct service connections are allowed to this sanitary sewer main as per the El Paso Water Utilities – Public Service Board Rules and Regulations.

A sanitary sewer main extension to the nearest manhole will be required to provide service from this 48-inch diameter sanitary sewer main.

General

Mesa Drain is an El Paso County Water Improvement District No. 1 facility. Permits for installation of sanitary sewer main and manholes within the right of way are required. Owner/Developer is responsible for permit, survey, and consideration fees.

Water and sanitary sewer main extensions will be required to provide service to the proposed development. Water mains shall be extended creating a looped system. The Owner/Developer is responsible for the water main extension costs.

During the site improvement work, the Owner/Developer shall safeguard all existing water mains, sewer mains, and appurtenant structures. The Owner/Developer shall minimize changes in grade above or near the vicinity of the existing PSB facilities and is responsible for the cost of setting appurtenant structures to final grade.

No building, reservoir, structure, parking stalls or other improvement, other than asphaltic paving (HMAC), shall be constructed or maintained on the above referenced EPWater-PSB easement without the written consent of EPWater-PSB. The Developer shall refrain from constructing rock walls, signs, buildings, curbs or any structure that will interfere with the access to the PSB easements. There shall be at least 5-foot setback from the easement line to any building, sign or structure. All easements dedicated for public water and sanitary sewer facilities shall comply with the EPWater-PSB Easement Policy. The PSB easements shall be improved to allow the operation of EPWater maintenance vehicles. EPWater-PSB requires access to the proposed water, sanitary sewer facilities, appurtenances, and meters within the easement 24 hours a day, seven (7) days a week.

EPWater requires a new service application to provide additional services to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

El Paso Water – Stormwater Engineering

(Comments will be addressed at the subdivision platting stage)

EPWater – Stormwater Engineering opposes to the rezoning case for the following reasons:

- Americas Ten Dam is located upstream of the area of interest within the applicant's property; it's heavily silted, it's landlocked and its capacity is therefore diminished.
- In Order to get in and remove the silt, a permanent and drivable access easement is required. EPWater has been working on attaining such an easement from the property owner but has been unsuccessful.
- If the Dam were to fail, the properties downstream would be at risk of inundating.
- Research Dr. was platted in the 1980's but the road was never developed.
- If an access easement is not granted, then Research Drive would need to be improved in order to access the Dam as originally intended.
- As per Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable in order to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of greenspace, water harvesting, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.
- North Loop Dr. & Americas Ave. (Loop #375) are both state highways and they are not designed to take in any off-site runoff; the site plan does not show any on-site retention.

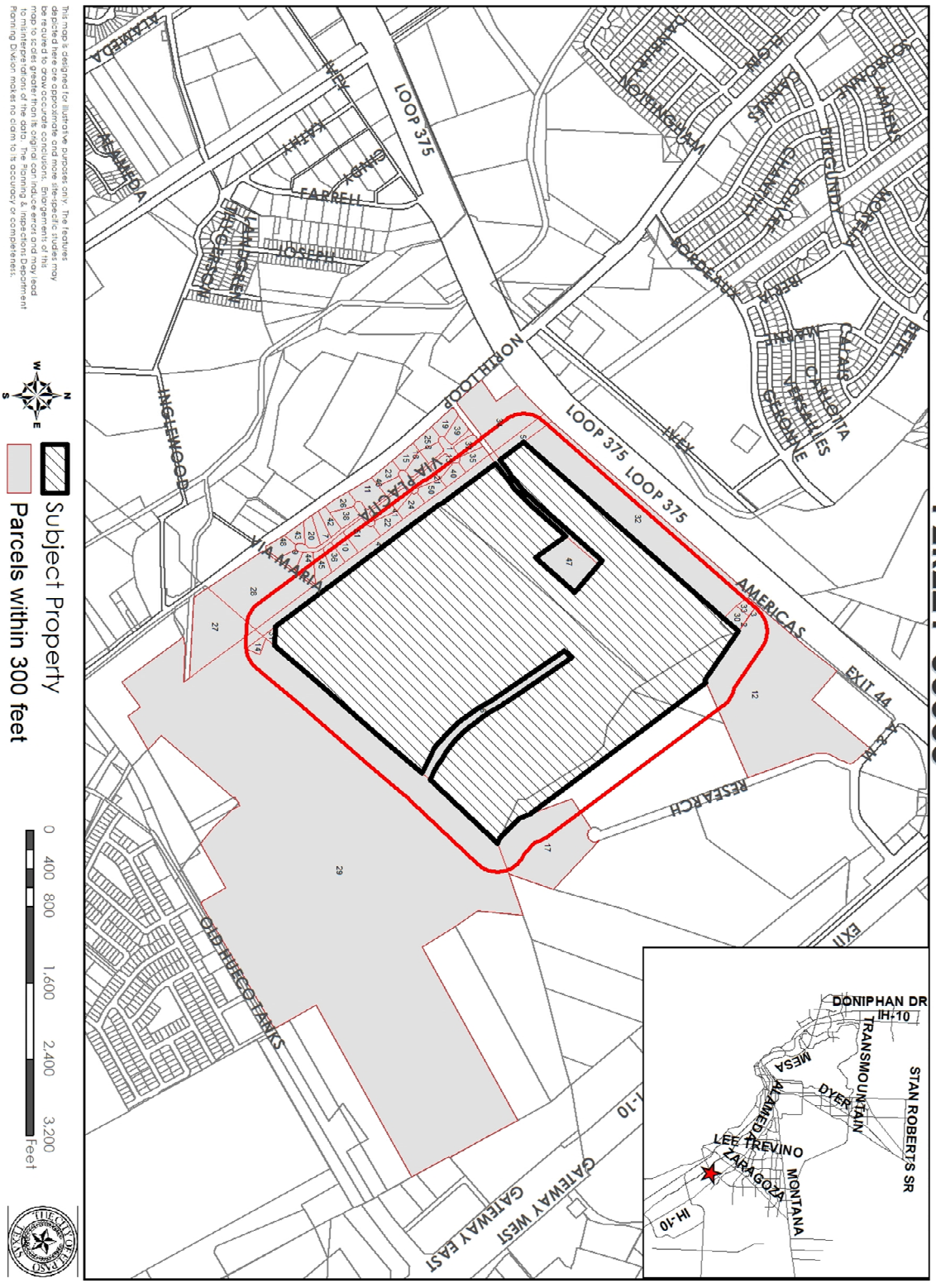
El Paso County Water Improvement District #1

(Comments will be addressed at the subdivision platting stage)

Applicant needs to submit an application to EPCWID for proposed subdivision.

EPCWID owns a drain directly under proposed apartment complex that needs to be removed from developer's plans. EPCWID is the owner of Mesa Spur Drain and is not allowing any development on the surface, above, or below the EPCWID's property.

ATTACHMENT 3



ATTACHMENT 4

ATTACHMENT 5

CREATIVE SOLUTIONS IN HEALTHCARE

May 6, 2021

Dear Mr. Philip Etiwe,

Creative Solutions in Healthcare has grown to include more than 100 long-term care facilities across the State of Texas. This includes St Teresa Nursing and Rehab, St Giles Nursing and Rehab, Pebble Creek Nursing and rehab, Oasis Nursing and Rehab, Mountain View Health and Rehab and Franklin Heights Nursing and Rehab facilities in the greater El Paso region. Since the year 2000 we have insured that every resident and every situation should be treated as unique and should be met with a creative solution.

I founded this company with a strong belief in the guiding principle of "do unto others as you would have them do unto you." Our staff and leadership are dedicated to putting people first, and we are always looking for ways to enhance the experience of our residents.

Since late last year the developer behind this proposed rezone and development project, Majestic Realty Co., has actively sought our input as their plan developed. They sought input on building layout, access roads, phasing and other elements of their project that could alleviate the initial concerns we have with any adjacent development.

They were compassionate in responding to concerns about noise, light, dust and access to the property. They were mindful to ensure that no truck courts face the facility, and that no light pollutions crosses our property line. They explained dust control measure that they utilize to keep construction dust to a minimum.

We appreciate that this project aims to be something that the community and City can be proud of and can be a beacon for economic development for the region.

One of the items that we most appreciate about this project is how it will enhance the safety of the lives of our facility by finally creating additional access points to and from our facility. Having two or more additional ingress egress points to our facility allows us to ensure that ambulances, employees, lives and others will have options in this regard. Safety is of paramount concern to our facility. We believe that this project helps solve this current concern.

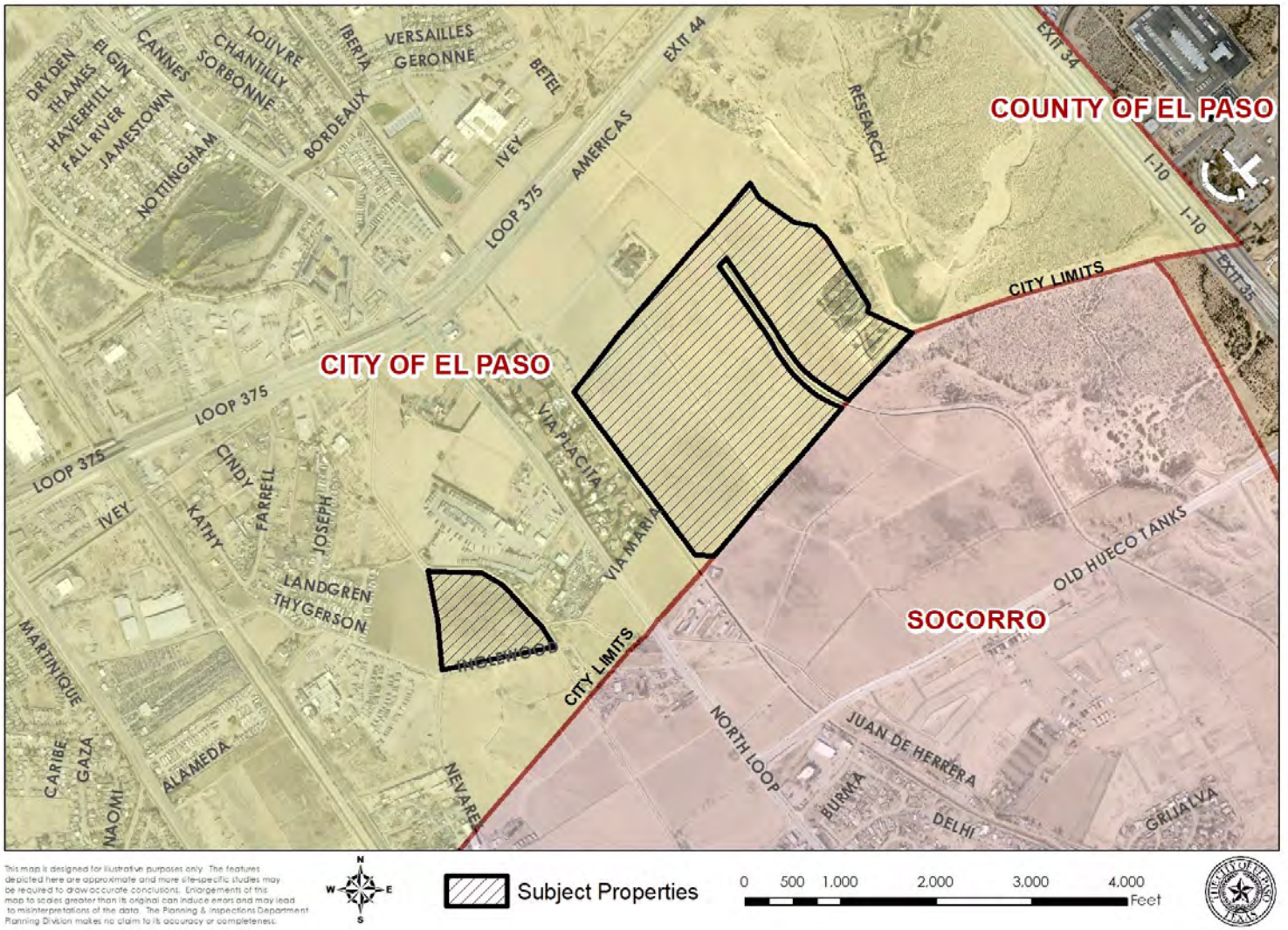
4150 INTERNATIONAL PLAZA ⁂ STE 600 ⁂ FORT WORTH, TX 76109
(817) 348-8969 OFFICE ⁂ (817) 348-8934 FAX

9641 North Loop Dr. & 215 Sofia Pl. and 551 Inglewood Rezoning

PZRZ21-00005 and PZRZ21-00006

Strategic Goal 3.

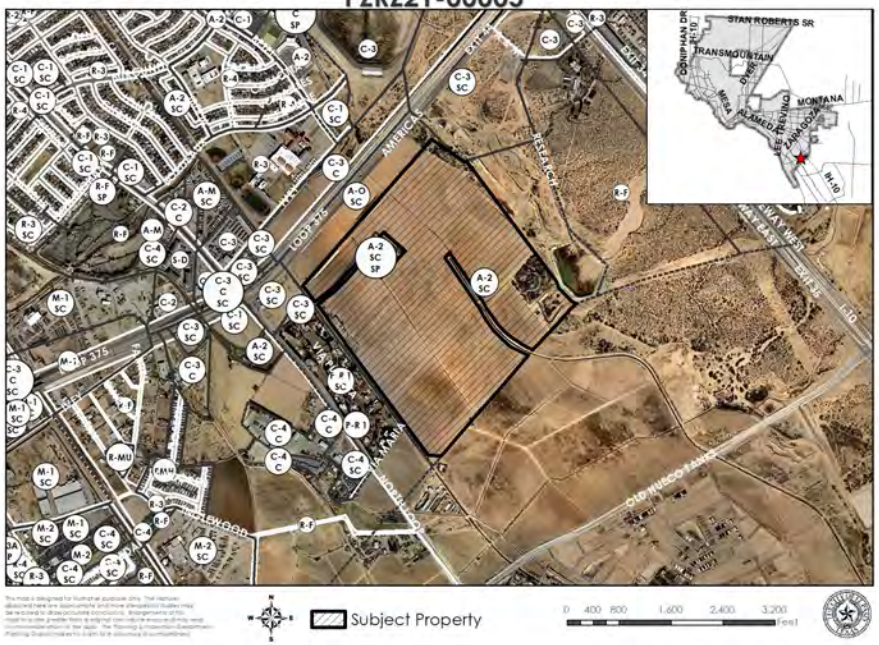
Promote the Visual Image of El Paso



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.

Aerial

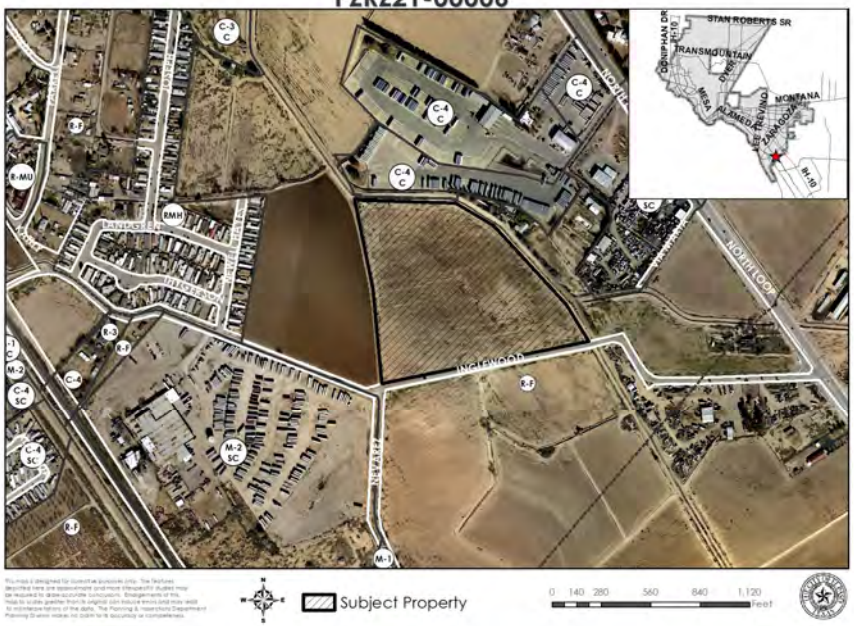
PZRZ21-00005



9641 North Loop & 215 Sophia

229.79 acres

PZRZ21-00006

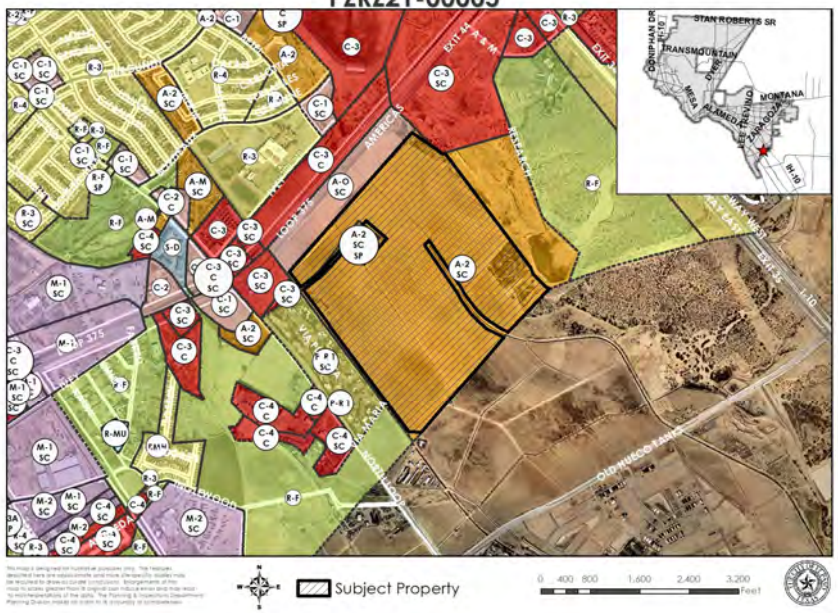


551 Inglewood

20.54 acres

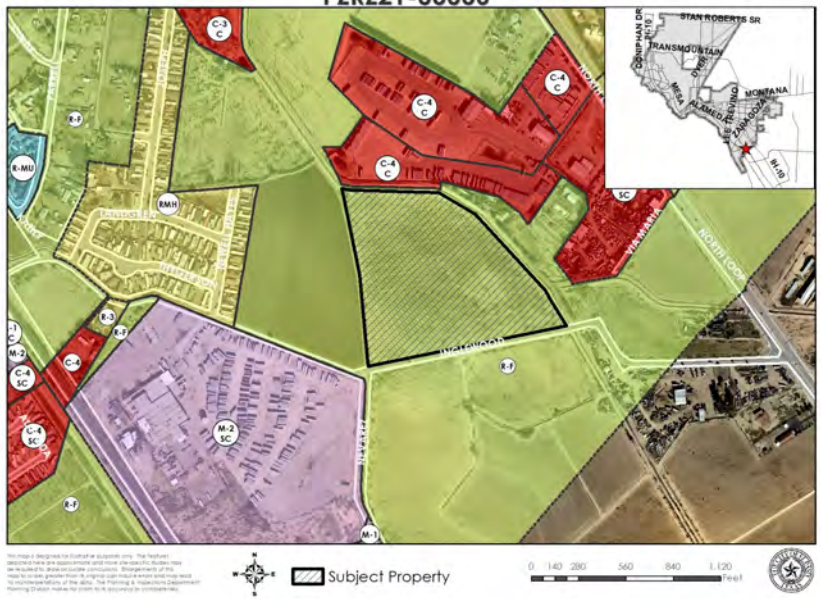
Existing Zoning

PZRZ21-00005



9641 North Loop & 215 Sophia

PZRZ21-00006



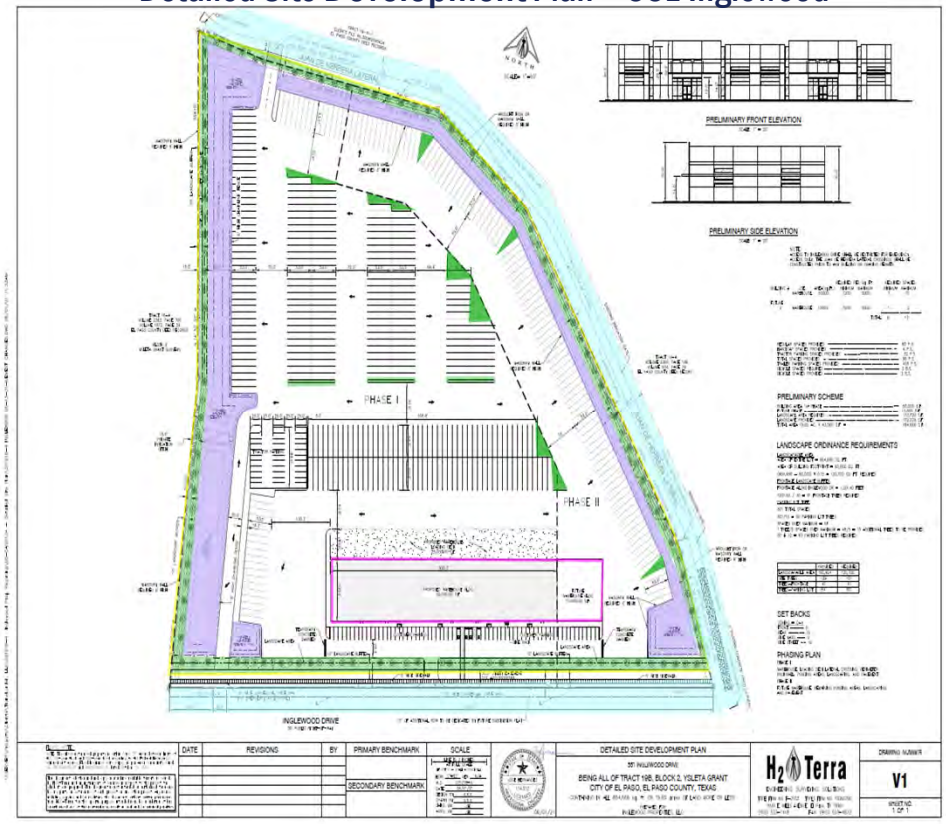
551 Inglewood

REQUEST FOR BOTH PROPERTIES IS TO REZONE TO **C-4 (Commercial/Light Industrial)**

Conceptual Plan – North Loop & Sophia

Proposed Industrial Business Park

Detailed Site Development Plan – 551 Inglewood



Proposed Warehouse and Trucking facility

Subject Property

9641 North Loop & 215 Sophia

551 Inglewood

999

Public Input

9641 North Loop & 215 Sophia

- Virtual community meetings
  - April 22, 2021
  - May 6, 2021
    - Approximately 40+ residents
    - Mission Valley Civic Assoc.
    - Corridor 20 Civic Assoc.
- Public notices were mailed to property owners within 300 feet on May 21, 2021.
  - Additionally, notices were mailed to all property owners within the adjacent residential neighborhood (Placitas Del Rey).
- Total of 48 notices mailed out
- No opposition received
  - 1 letter in support received from the Nursing Home facility.

551 Inglewood

- Virtual community meeting:
  - May 13, 2021.
    - Approximately 20 attendees
    - Mission Valley Civic Assoc.
    - Corridor 20 Civic Assoc.
- Public notices were mailed to property owners within 300 feet on May 21, 2021.
- Total of 26 notices mailed out
- 1 email in opposition from one property owner

Recommendation

9641 North Loop & 215 Sophia

On June 3, 2021 CPC recommended approval with the following conditions:

1. Twenty foot (20') landscaped buffer adjacent to the Mesa Drain.
2. Twenty foot (20') landscaped buffer around the existing nursing home facility.
3. Six-foot (6) masonry wall along the southwesterly property line adjacent to the Mesa Drain
4. Detailed Site Development Plan prior to building permits.
5. 4-way stop be installed at the intersection of the southwestern most access way and Camino Del Rey.

551 Inglewood

On June 3, 2021 CPC recommended approval with the following conditions:

1. Prohibit access for semi-trailer trucks to and from Inglewood Drive.
2. Ten-foot (10') landscaped buffer adjacent to residential or apartment zone districts or uses.
3. The Juan De Herrera Lateral crossing shall be constructed prior to building permits.
4. Detailed Site Development Plan prior to building permits.

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

File #: 21-724, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 6
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Raul Garcia, (915) 212-1643

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of Tract 19B, Block 2, Ysleta Grant El Paso, City of El Paso, El Paso County, Texas (Ysleta Grant Map, Block 2, December 1929) from R-F (Ranch-Farm) to C-4/c (Commercial/condition) and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 551 Inglewood Drive Applicant: Inglewood Properties, LLC PZRZ21-00006 [POSTPONED FROM 08-03-2021]

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

AGENDA DATE: July 7, 2021
PUBLIC HEARING DATE: August 3, 2021

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Raul Garcia, (915) 212-1643

DISTRICT(S) AFFECTED: District 6

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.1 Provide business friendly permitting and inspection processes
3.2 Improve the visual impression of the community

SUBJECT:
An Ordinance changing the zoning of Tract 19B, Block 2, Ysleta Grant El Paso, City of El Paso, El Paso County, Texas (Ysleta Grant Map, Block 2, December 1929) from R-F (Ranch-Farm) to C-4/c (Commercial/condition) and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 551 Inglewood Drive
Applicant: Inglewood Properties, LLC PZRZ21-00006

BACKGROUND / DISCUSSION:
The applicant is requesting to rezone the subject property from R-F (Ranch-Farm) to C-4/c (Commercial/condition) to allow for general warehouse and heavy truck (sales, storage, repair and rental). City Plan Commission recommended 6-0 to approve with conditions the proposed rezoning on June 3, 2021. The recommendation is based on the approval of the Comprehensive Plan and Future Land Use Map (FLUM) amendment (PLCP21-00001) request of *Plan El Paso*, the City's adopted Comprehensive Plan. As of June 28, 2021, staff has received has received one email of commentary of the request. See attached staff report for additional information.

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division
SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD: Philip Etiwe
(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

Revised 04/09/2021

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF TRACT 19B, BLOCK 2, YSLETA GRANT, CITY OF EL PASO, EL PASO COUNTY, TEXAS (YSLETA GRANT MAP, BLOCK 2, DECEMBER 1929) FROM R-F (RANCH-FARM) TO C-4/C (COMMERCIAL/CONDITION) AND IMPOSING CONDITIONS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, the zoning of Tract 19B, Block 2, Ysleta Grant, located in the City of El Paso, El Paso County, Texas, more particularly described by the metes and bounds attached as **Exhibit "A"**, be changed from **R-F (Ranch-Farm)** to **C-4/c (Commercial/condition)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso, attached hereto as **Exhibit "B"**, be revised accordingly; and

That the following Conditions are imposed:

1. Access for semi-trailer trucks and cabs shall be prohibited to and from Inglewood Drive.
2. That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at fifteen feet (15') on center along the property lines adjacent to residential or apartment zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.
3. The Juan De Herrera Lateral crossing shall be constructed prior to issuance of any building permits.
4. That a Detailed Site Development Plan be submitted and approved as per Section 20.04.150 of the El Paso City Code prior to the issuance of any building permits.

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

ADOPTED this_____day of_____, 2021.

THE CITY OF EL PASO

_____
Oscar Leeser, Mayor

ATTEST:

_____
Laura D. Prine, City Clerk

APPROVED AS TO FORM:

_____
Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Philip F. Etiwe, Director
Planning & Inspections Department

EXHIBIT A

Prepared for: Transborder, LLC
Tract 19B, Block 2,
Ysleta Grant
City of El Paso, El Paso County, Texas
W.0.#: 031218-4

METES AND BOUNDS

Description of a 20.539 acre parcel of land, more or less, being all of Tract 19B, Block 2, Ysleta Grant El Paso, El Paso County, Texas (Ysleta Grant Map, Block 2, December 1929). City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows to wit:

Commencing at an existing 1" iron pipe located on the northerly Right-of-Way of Inglewood Drive (Right-of-Way Varies) from which a 5/8" at northerly right-of-way line oflnglewood Drive and the most south westerly comer of Tract 16A, Block 2, Ysleta Grant, Thence North 75°01'00" East along said right-of-way oflnglewood Drive a distance of 81.90 feet to a 5/8" rebar with cap marked "5372" found on the common boundary line of Tract 16-A and 16-B, Block 2, Ysleta Grant, being the "True Point of Beginning;

Thence North 07°56'00" West along said boundary line a distance of 510.00 feet to point;

Thence continuing along said boundary line North 14°50'00' West a distance of 565.12 feet to a 5/8" rebarwith cap marked 5372 found on the southerly right-of-way line of the Juan De Herrera Lateral (60-Foot Right-of-Way);

Thence South 86°46'00" East along said right-of-way line a distance of 148.49 feet to a 5/8" rebar with cap marked 5372 found on the southerly right-of-way line of the Juan De Herrera Lateral;

Thence continuing along said right-of-way North 86°54'00" East 396.00 feet to a 5/8" rebar with cap marked 5372 found on the southerly right-of-way line of the Juan De Herrera Lateral;

Thence continuing along said right-of-way South 65°36'00" East a distance of257.90 feet to a 5/8" rebar with cap marked 5372 found on the southwesterly right-of-way line of the Juan De Herrera Lateral;

Thence continuing along said right-of-way South 46°07'00" East a distance of 652.80 feet to a 5/8" rebar with cap marked 5372 found on the southwesterly right-of-way line of the Juan De Herrera Lateral;

Thence continuing along said right-of-way South 33°01'00" East a distance of232.30 feet to a 5/8" rebar found on the northerly right-of-way oflnglewood Drive (30-Foot Right-of-Way);

Thence South 75°01 '00" West a distance of 1201.40 feet to the "True Point of Beginning for Tract 19-B; and containing in all 894.692 square feet or 20.539 acres of land more or less.

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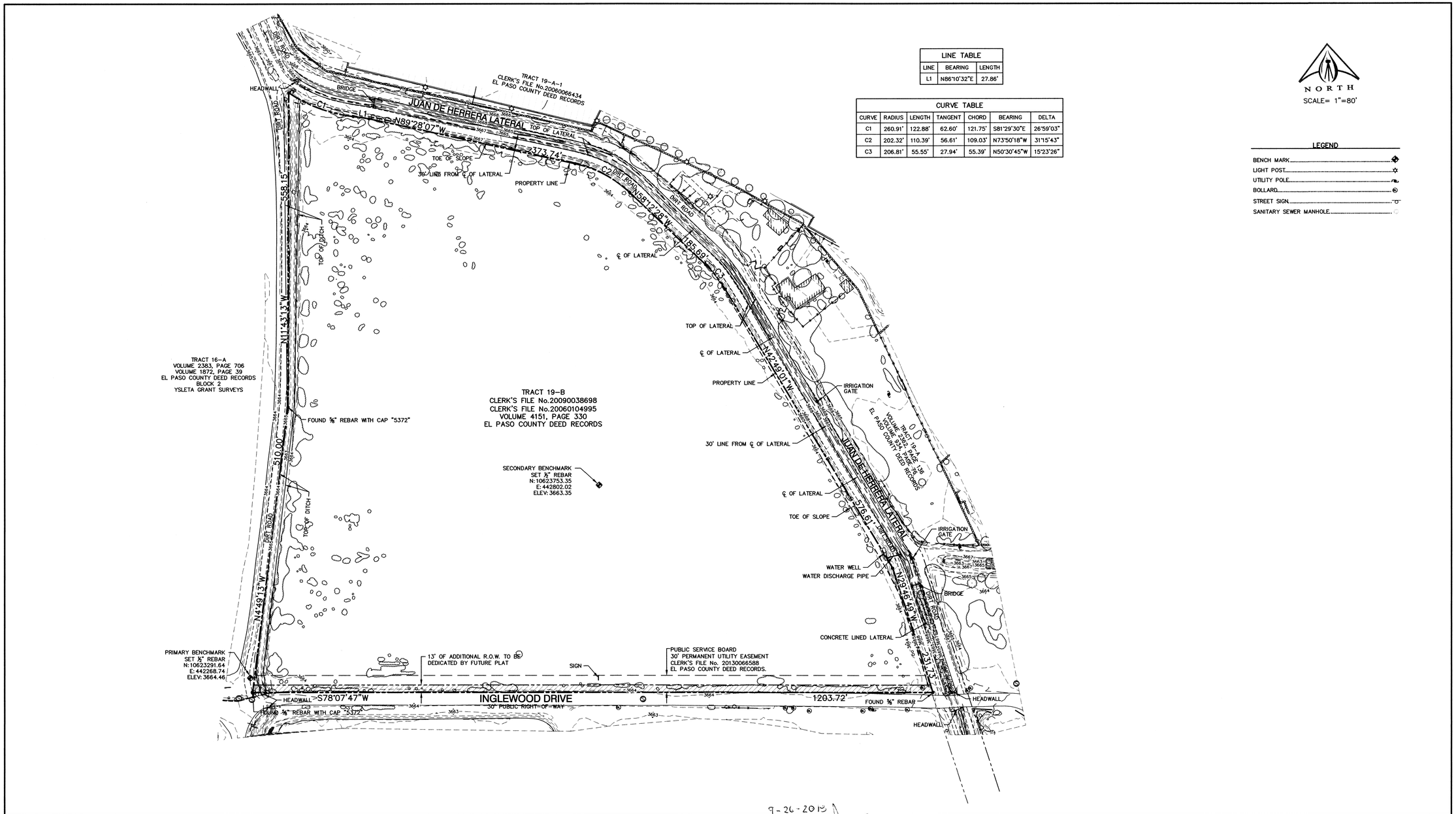
c HAiLEs il GUTIERREZ, R.P.L.s. 5572
H2O Terra, L.L.C.

EXHIBIT B



LINE TABLE		
LINE	BEARING	LENGTH
L1	N86°10'32"E	27.86'

CURVE TABLE						
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	260.91'	122.88'	62.60'	121.75'	S81°29'30"E	26°59'03"
C2	202.32'	110.39'	56.61'	109.03'	N73°50'18"W	31°15'43"
C3	206.81'	55.55'	27.94'	55.39'	N50°30'45"W	15°23'26"

NORTH

SCALE= 1"=80'

LEGEND

BENCH MARK
LIGHT POST
UTILITY POLE
BOLLARD
STREET SIGN
SANITARY SEWER MANHOLE

FLOOD NOTE:
NOTE: The above referenced property is within Zone "B" (Explanation: Area between limits of the 100-yr flood and 500-yr flood; or certain areas subject to 100-yr flooding with average depths less than one (1) foot or where the contributing drainage area is less than one square mile; or areas protected by levees from the base flood) according to the Federal Emergency Management Agency Flood Insurance Rate Maps, as per Area Community Panel No. 480214 0050 B, dated October 15, 1982.

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DATE	REVISIONS	BY

PRIMARY BENCHMARK
SET 1/2" REBAR 25.70'± NORTH FROM THE SOUTH WEST PROPERTY CORNER WITH THE COORDINATES OF N:10623291.64, E:442268.74, WITH THE ELEVATION OF 3664.46

SECONDARY BENCHMARK
SET 1/2" REBAR 714.60'± NORTHEAST FROM THE SOUTH WEST PROPERTY CORNER WITH THE COORDINATES OF N:10623753.35, E:442802.02 WITH THE ELEVATION OF 3663.35

SCALE
LINE IS 2 INCHES AT FULL SCALE
(IF NOT 2" -- SCALE ACCORDINGLY)
HOR: 1"=80' VER: N/A
W.O. 082018-2
DATE: 9/19/18
DESIGN BY:
DRAWN BY: J.P.H.
CHKD. BY: C.H.G.
APPD. BY: C.H.G.

9-26-2018

STATE OF TEXAS — CHARLES HENRY GUTIERREZ — 5572 — REGISTERED PROFESSIONAL LAND SURVEYOR

CHARLES H. GUTIERREZ, R.P.L.S.
TEXAS LICENSE No. 5572
DATE:

BOUNDARY AND IMPROVEMENT SURVEY

INGLEWOOD DRIVE

TRACT 19-B, BLOCK 2, YSLETA GRANT,
CITY OF EL PASO, EL PASO COUNTY, TEXAS

CONTAINING IN ALL 891,422 sq. ft. OR 20.464 acres OF LAND MORE OR LESS.

PREPARED FOR:
AMERI-MEX PROP

H2O Terra
ENGINEERING. SURVEYING. SOLUTIONS.
TBPE FIRM NO. F-2103 TBPLS FIRM NO. 10060700
2020 E. MILLS AVENUE El Paso, TX 79901
(915) 533-1418 FAX: (915) 533-4972

DRAWING NUMBER
V1

SHEET NO.
1 OF 1

Z:\Clients\Ameri-Mex Properties\082018-2 Aerial Topo Inglewood\05-CADD\02- Survey Drawing\031218-4 INGLEWOOD 2 9-14-18.DWG 09/20/18 4:10PM

551 Inglewood Drive

City Plan Commission — June 3, 2021 ***REVISED***

REZONING

CASE NUMBER:	**PZRZ21-00006**
CASE MANAGER:	Raul Garcia, (915)212-1643, GarciaR1@elpasotexas.gov
PROPERTY OWNER:	Inglewood Properties, LLC
REPRESENTATIVE:	H2O Terra c/o Jose Hernandez
LOCATION:	551 Inglewood Drive (District 6)
PROPERTY AREA:	20.54 acres
REQUEST:	Rezone from R-F (Ranch-Farm) to C-4/c (Commercial/condition)
RELATED APPLICATIONS:	PLCP21-00001 Comprehensive Plan Amendment
PUBLIC INPUT:	As of May 27, 2021, Planning has received one email of commentary.

SUMMARY OF REQUEST: The applicant is requesting to rezone from R-F (Ranch-Farm) to C-4/c (Commercial/condition) to allow for general warehouse and heavy truck (sales, storage, repair and rental).

SUMMARY OF STAFF RECOMMENDATION: Staff recommends **APPROVAL** of the request with the following conditions:

1. *Access for semi-trailer trucks and cabs shall be prohibited to and from Inglewood Drive.*
2. *That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at fifteen feet (15') on center along the property lines adjacent to residential or apartment zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.*
3. *The Juan De Herrera Lateral crossing shall be constructed prior to issuance of any building permits.*
4. *That a Detailed Site Development Plan be submitted and approved as per Section 20.04.150 of the El Paso City Code prior to the issuance of any building permits.*

Staff also recommends **Approval** of the detailed site development plan, which satisfies the condition for a detailed site development plan and is consistent with the proposed zoning conditions. The penalty as provided for in Chapter 20.24 of the El Paso City Code.

The recommendation is based on the compatibility of the proposed zoning district with the surrounding commercial and manufacturing districts in the immediate area. Further, staff's recommendation is based on the approval of the Comprehensive Plan and FLUM amendment *(*PLCP21-00001) request of *Plan El Paso*, the City's adopted Comprehensive Plan.

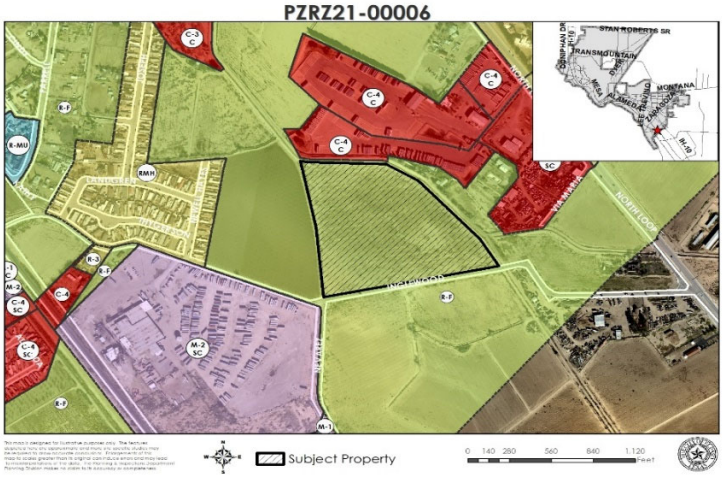


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone from R-F (Ranch-Farm) to C-4/c (Commercial/condition) to allow for general warehouse and heavy truck (sales, storage, repair and rental). The property is located at 551 Inglewood Drive within the Mission Valley Planning Area. The detailed site development plan indicates four (4) different phases, including one building of approximately 20,000 sq. ft.. Access to the subject property is proposed from Inglewood Drive. Access for semi-trailer trucks and cabs to the subject property will be provided from the adjacent property along North Loop, utilizing the proposed Juan De Herrera Lateral crossing, as per the proposed zoning condition.

PREVIOUS CASE HISTORY: N/A

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed development is consistent with the adjacent commercial and manufacturing districts within its vicinity and meets the established character of its surrounding neighborhood. Further, the proposed development meets the intent of G-7, (Industrial), Future Land Use Designation in the Mission Valley Planning area. The nearest park is Feather Lake Park (1.46 miles) and the nearest school is Hueco Elementary School (1.06 miles).

COMPLIANCE WITH *PLAN EL PASO*/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors:	
Criteria	**Does the Request Comply?**
Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property: **G-7, Industrial:** This sector applies to industrial parks, large free-standing industrial uses, refineries, non-military airfields, trucking terminals, and mines, all on large tracts in areas dominated by vehicles. This sector is essential to El Paso's economy; however, when an industrial use becomes obsolete, there can be potential for mixed-use redevelopment of the site. This sector also includes the existing rail yards which could be redeveloped as mixed-use communities if the rail yards were moved out of town.	Yes, the subject property and the proposed development meet the intent of the G-7 - Industrial, Future Land Use designation of *Plan El Paso*. The proposed development is adjacent to other commercial and manufacturing zone districts. Lots to the north and southwest of the proposed development are being used for heavy truck (sales, storage, repair and rental), the same use as the proposed development. The development has the potential to introduce new employment to vacant underused lot.
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: **C-4 (Commercial) District:** The purpose of this district is to provide for locations for the most intensive commercial uses intended to serve the entire city. It is intended that the district regulations permit heavy commercial uses characterized by automotive and light warehousing. The regulations of the districts are intended to provide a transition from general business areas to industrial and manufacturing uses, and to accommodate major locations of commerce, service and employment activities. Within the central business district, more intensive commercial uses are allowed, the predominant of which are retail trade and service uses, providing less restrictive height and area regulations.	Yes, the proposed development is a permitted use in the C-4 (Commercial) zone district. Surrounding properties are zoned C-4/c (Commercial/condition), M-2 (Manufacturing), and R-F (Ranch-farm). Properties to the north and southwest feature similar commercial uses.
Preferred Development Locations: Yes, as per Policy 1.9.1 the proposed rezoning encourages the development of new industrial areas. The development proposes general warehouse and heavy truck (sales,	Yes, the proposed commercial development supplements the character within the G-7, Industrial designation of *Plan El Paso.* The property is located on Inglewood Drive, which is classified as a Collector

COMPLIANCE WITH *PLAN EL PASO*/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors:	
storage, repair and rental which is in line with the existing uses within its vicinity.	Arterial of the City of El Paso's Major Thoroughfare Plan.
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plan, including land-use maps in those plans.	No, the proposed development is outside any historic districts or other special designation areas.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	There are no adverse effects anticipated from the proposed rezoning. The existing infrastructure was originally designed for the proposed district and uses.
Natural Environment: Anticipated effects on the natural environment.	No effect on the natural environment anticipated as the subject property is in an already developed area.
Stability: Whether the area is stable or in transition.	The area is in transition from O3, Agriculture to G-7, Industrial as per the Future Land Use designation of *Plan El Paso*. The most recent rezoning was for a property to the north on December 19, 2006 from R-F (Ranch-Farm) to C-4 (Commercial).
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	The proposed development is in transition from inactive agricultural uses for the property to commercial uses. The proposed zoning supplements the character within the existing commercial and manufacturing development within its vicinity.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The property is currently unplatted and does not have adequate public facilities, services or infrastructure; however, there are no existing water mains along Inglewood Drive between Nevarez Road and the Juan De Herrera Main Lateral fronting of the subject property. Water and sanitary sewer main extensions are required to serve the subject property. Water mains are to be extended to create a looped system. Public facilities would be constructed and provided during the subdivision stage.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No objections to the proposed rezoning. There were no adverse comments received. Applicant is responsible for obtaining all applicable permits and approvals prior to construction.

PUBLIC COMMENT: The subject property lies within the Mission Valley Civic and Corridor 20 Civic Association both notified prior to submittal of the Rezoning Application. The Planning & Inspections Department of the City of El Paso, in conjunction with the office of Representative Claudia Rodriguez, held a virtual community meeting on May 13, 2021 to provide information on the proposed rezoning. Public notices were mailed to property owners within 300 feet on May 21, 2021. As of June 2, 2021, the Planning Division has received two letters of commentary relating to the rezoning request.

RELATED APPLICATIONS: PLCP21-00001 Comprehensive Plan Amendment

CITY PLAN COMMISSION OPTIONS:
The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.
3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

ATTACHMENTS:

1. Future Land Use Map
2. Department Comments
3. Neighborhood Notification Boundary Map
4. Detailed Site Plan
5. Email of commentary
6. 2nd Email of commentary

ATTACHMENT 1

ATTACHMENT 2

Planning and Inspections Department – Planning Division

The Planning Division recommended approval of the rezoning request with the following conditions:

1. *Access for semi-trailer trucks and cabs shall be prohibited to and from Inglewood Drive.*
2. *That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at fifteen feet (15') on center along the property lines adjacent to residential or apartment zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.*
3. *The Juan De Herrera Lateral crossing shall be constructed prior to issuance of any building permits.*
4. *That a Detailed Site Development Plan be submitted and approved as per Section 20.04.150 of the El Paso City Code prior to the issuance of any building permits.*

Planning and Inspections Department – Landscaping Division

Recommended approval.

Planning and Inspections Department – Land Development

1. As per Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable in order to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of greenspace, water harvesting, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.
2. Coordinate plat with the Water Improvement District #1 for proposed improvements abutting laterals, bridge crossings, and securing access and if retaining water rights for the subdivision.

Street and Maintenance Department

TIA waiver has been approved as per Section 19.18.010.B.3.a. of the City of El Paso MuniCode.

Fire Department

Recommended approval.

Sun Metro

Recommended approval.

El Paso Water

We have reviewed the request described above and provide the following comments:

The site plan is to show the existing 30-foot PSB easement located north of and parallel to Inglewood Road.

There are no water/sewer mains along Inglewood fronting the subject property. Water and sanitary sewer main extensions are required to serve the subject property. Water mains are to be extended to create a looped system.

No building, reservoir, structure, parking stalls, trees or other improvement, other than asphaltic paving (HMAC), shall be constructed or maintained on the existing 30-foot EPWater-PSB easement without the written consent of EPWater-PSB. The Developer shall refrain from constructing rock walls, signs, trees, buildings, curbs or any structure that will interfere with the access to the PSB easements. There shall be at least 5-foot setback from the easement line to any building, sign or structure. All easements dedicated for public water and sanitary sewer facilities shall comply with the EPWater-PSB Easement Policy. The PSB easements shall be improved to allow the operation of EPWater maintenance vehicles. EPWater-PSB requires access to the proposed water, sanitary sewer facilities, appurtenances, and meters within the easement 24 hours a day, seven (7) days a week.

Water:
Water service is critical. There are no existing water mains along Inglewood Drive between Nevarez Road and the Juan De Herrera Main Lateral fronting of the subject property.

Along Nevarez Road south of Inglewood Drive, there is an existing 8/12-inch diameter water main. This main is available for water main extensions.

Sewer:
Along Inglewood Drive between Nevarez Road and the Juan De Herrera Main Lateral fronting of the subject property there is an existing 48-inch diameter sanitary sewer interceptor. This interceptor is not available for individual service connections. No direct services connections are allowed to this main as per the El Paso Water – Public Services Board Rules & Regulations.

Immediately north and parallel to Inglewood Drive between Nevarez and the Juan De Herrera Main Lateral there is an existing 60-inch diameter sanitary sewer interceptor located within an easement. This main is not available for service connections. No direct service connections are allowed to this main as per the El Paso Water – Public Service Board Rules & Regulations.

General:
Water and sanitary sewer main extensions are required to serve the subject property. Water mains are to be extended to create a looped system.

La Playa Drain is an El Paso County Improvement District No. 1 facility. Permits for installation of water main within the right of way are required. Lot owner is responsible for permit, survey and consideration fees.

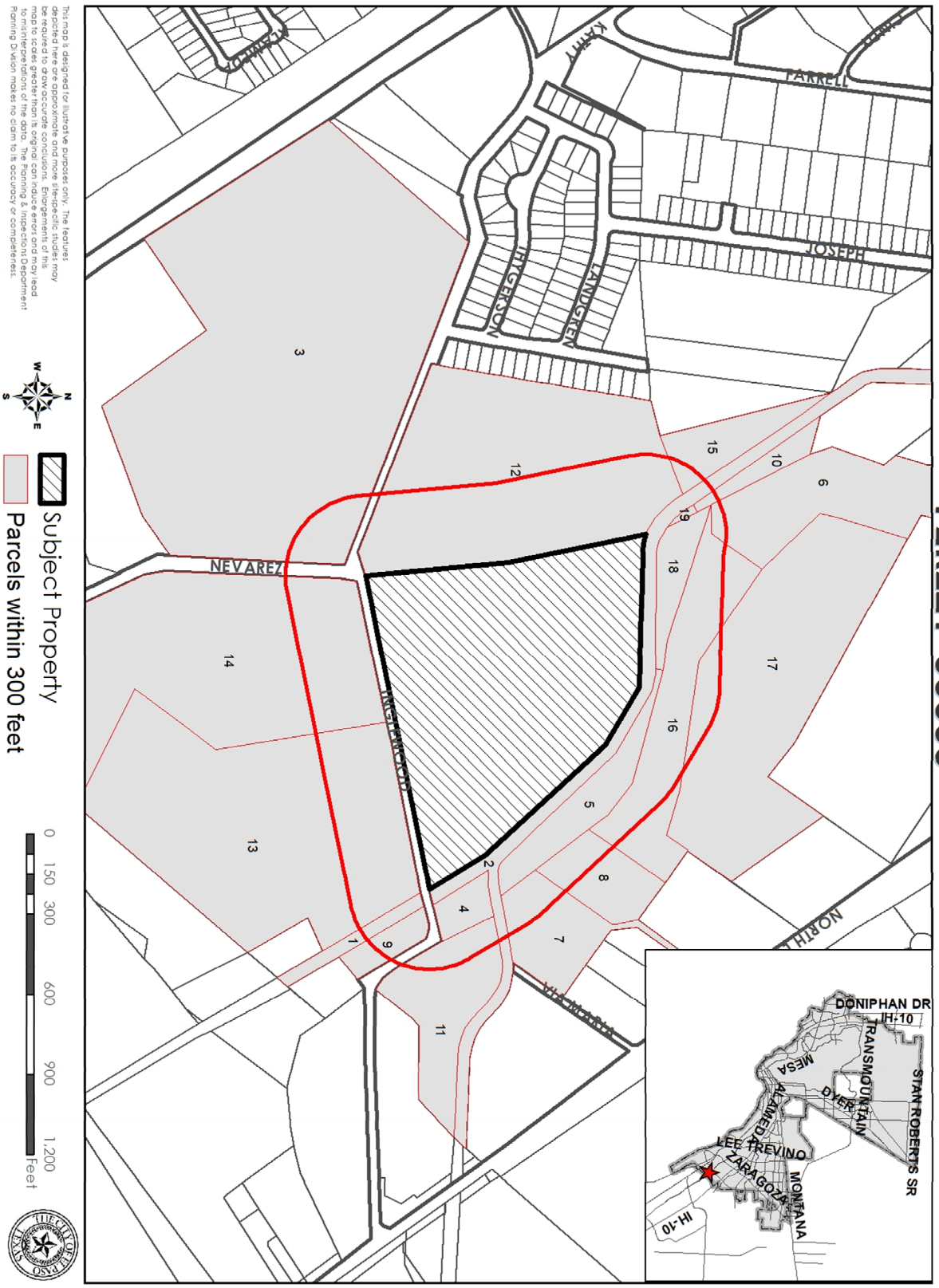
During the site improvement work, the Owner/Developer shall safeguard all existing water mains, sewer mains, and appurtenant structures. The Owner/Developer shall minimize changes in grade above or near the vicinity of the existing PSB facilities and is responsible for the cost of setting appurtenant structures to final grade.

EPWater requires a new service application for additional services to the subject property. New service applications are available at 1154 Hawkins, 3rd Floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

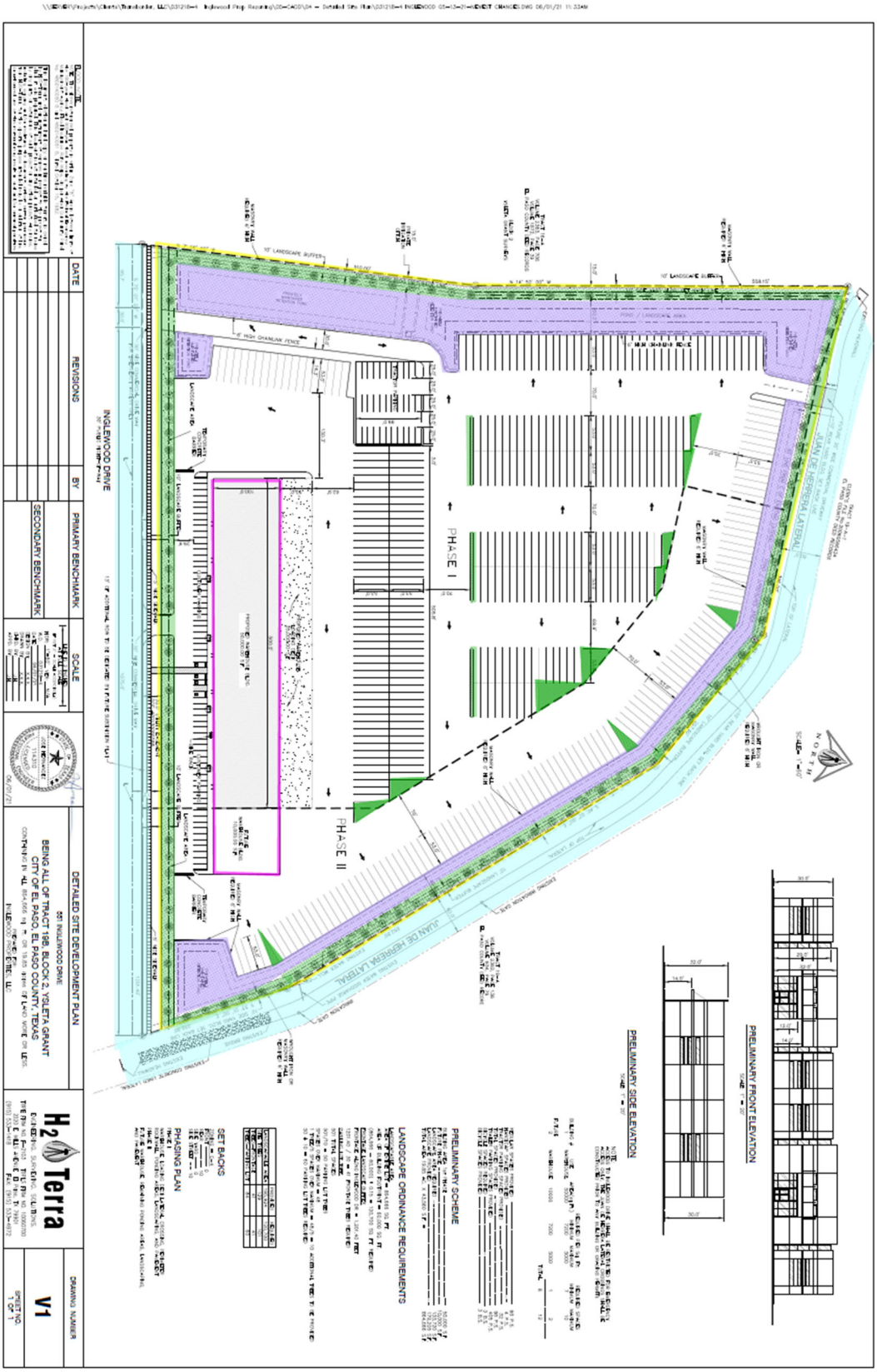
El Paso Water – Stormwater Engineering
The sum capacity of all the private ponding areas should be capable of handling a 100-yr. storm event.

El Paso County Water Improvement District #1
Applicant needs to submit an application and irrigable land exhibit to El Paso County Water Improvement District #1. All property has water rights.

ATTACHMENT 3



ATTACHMENT 4



ATTACHMENT 5

Martinez, Adriana

Subject: FW: Comments - Inglewood

May 12, 2021

Dear Sir,

Thank you very much for sending the link for tomorrow's Inglewood Zoning Meeting. Based on other Zoom meetings in which I have taken part, I should be able to receive both video images and sound. However, on this end, I do not have a camera or microphone attached to the computer. Previous experience has shown that it is hard to take part in a Zoom discussion using written comments, so I will take this opportunity to share some of my opinions on the topic in question.

I was able to attend the previous zoning meeting – held several years ago – when the owners of this property first asked to change the zoning to commercial. At that time, the Planning Department indicated that long range plans for both the City of El Paso and the County of El Paso included keeping the farm fields along the Juan D. Herrera and Ysleta Cut-Off ditches – east and west of Inglewood Drive – as farm fields. My husband and I fully concurred with that decision, as we strongly feel that land that can be easily watered through gravity irrigation should remain in agricultural use. We still regret that we sold our back field, particularly as we now know more uses for the native wolfberries that were taking over the field.

This time round, we were notified about the current proposed zoning change by Mr. Hector Lopez (the son), who graciously made a point of stopping by. As he explained it, not only is he trying to obtain permission to build a semi-trailer storage, warehouse, and repair facility directly across from us; but that a trucking business has been proposed for across the street; and our neighbors, the Iveys, want to change part of their land to industrial use. Mr. Lopez pointed out one thing that has changed since the previous meeting - the construction of the Amazon shipping warehouse just north of us and across the freeway (we can see it from the house). He also commented that he was unable to obtain irrigation rights when he purchased the land under discussion, so there is no way it can be returned to agricultural use.

As my husband, daughter, and myself would like to continue living where we are, looks like we really will be living on an island. So on to some practical considerations.

Mr. Lopez has suggested, as a courtesy to us and as a way to utilize required ponding areas, that he will plant a "green" space on the canal side of his business. The existing trucking facility which faces North Loop has planted pine trees as wind breaks and screens. The impression I received from Mr. Lopez was that this would be a more substantial planting, and we discussed briefly the placing of "edible" trees such as pecans in this area [note, supposedly the El Paso Community Foundation has some interest in "edible" landscaping]. We think that this idea might save runoff water that would eventually get back into the water table; would hopefully add a little humidity that might attract rain (break up some of those paved areas that overheat during the summer); and would provide shade for people who walk and jog along the irrigation canal. Hopefully, this idea of "green" space could be applied to some of the other projects that Mr. Lopez indicated were on tap for our neighborhood.

1

In the course of our conversation, Mr. Lopez mentioned that the idea of creating a bridge over the irrigation canal to join the North Loop facility to the proposed one on Inglewood has probably been tabled. We think that this is a good thing, as the Juan D. and Ysleta Cut-Off canals will still hold irrigation water, and it may be hard for employees and truckers without an agricultural background to understand that the water jacks have the right-of-way.

One of our major concerns remains what will happen to Inglewood Drive. As my husband and I understand it, Inglewood follows the boundary between the Ysleta and Socorro Grants – now the boundary between the Cities of El Paso and Socorro. Certain segments of the road are maintained by each governmental entity. It might be wise to do some advanced planning on how to handle the inevitable potholes.

Mr. Lopez indicated that he has already been informed that he will need to widen the road in front of his property. Our property fronts on Inglewood just before (or after) the dog leg bend. We would appreciate early notice if there will be changes made in front of our property, and please remember that the storm drain already runs along the front of both ours and Mr. Lopez' property. Also, if Inglewood is closed during construction between North Loop and Nevarez, would someone please remember to let us know! We had a few days several years ago when we couldn't leave our place.

A sizeable body of truck drivers are now familiar with the dogleg turn between our property and North Loop, and are extremely courteous about taking turns navigating the turn. My husband and I actually appreciate this feature, as it slows traffic down right where we need to turn onto Inglewood Drive. We are possibly as much concerned about the intersection with Nevarez – there is a small irrigation canal going under the road that is poorly marked, and has no curbing to prevent someone dropping a wheel off the road. Better traffic control signage might also be indicated for that location.

As I mentioned at the previous zoning meeting, we regret that the needed security lighting – which admittedly provides us with some benefit – blocks out the night sky. We hope that some day in the future, El Paso and Socorro will change their lighting requirements to those of Tucson, Arizona – which has cooperated with the nearby observatory. I remember the lighting there as sufficient for its purpose, while allowing view of the stars.

In conclusion, my husband's and my personal preference would be that this area remain agricultural, but if that is not to be, hopefully the green space idea and some of the other factors mentioned above will be taken into consideration. We wish to be good neighbors to those who live and work in our area, and really appreciate Mr. Lopez's efforts to be the same.

Lawrence S. and Barbara Angus

601 Inglewood Drive

El Paso, Texas 79927-4110

ATTACHMENT 6

6/1/2021

Dear Representative Rodriguez:

I am writing to you in regard to the request by Inglewood Properties, LLC to change the zoning on their Inglewood Drive property from Ranch/Farm to Commercial/condition. This action will be discussed at the June 3, 2021 meeting of the City Plan Commission of the City of El Paso.

To the best of my knowledge, this is the second time Inglewood Properties, LLC has requested such a zoning change. The first time was approximately two years ago, before Covid 19. At that time, City of El Paso staff concerned with long range planning stated that it was the intent of both the City of El Paso and the City of Socorro to keep the strip of land next to the Juan de Herrera lateral and the Ysleta Extension as viable farmland.

Apparently, the construction of the Amazon facility on Interstate 10 near Loop 375 has changed the opinion of these two municipalities. While I, as an El Paso resident and voter, understand the pressure the City faces to bring in more business and more jobs to our community, the situation leaves me with a certain distrust of public officials. It also does not change the fact that there is only a limited amount of land in the El Paso Valley that can be watered through gravity fed irrigation, which should make it a valuable commodity.

My husband was born and raised in El Paso (the first home he remembers was on Polo Inn Road), and I started renting property in the Lower Valley in 1982. The two of us have witnessed - and heard stories from older residents about - many changes in this area. We moved to our current residence at 601 Inglewood Drive thirty years ago. We were searching for several acres nearer my place of employment where I could keep a horse, he could have workshop space, and we could raise our daughter. At that time, as a City of El Paso employee, I was required to live within city limits. As it turned out, our property - what was left of an old farm - was ten minutes away from where I worked.

My husband and I talk from time to time with our neighbor, Bill Cowan, who grew up in the house he lives in along with his mother and sister. For both families, part of the "amenities" of our location include the open space and the wildlife that inhabits it. It is also our two families that will face the most changes if the zoning request is approved. As I was bluntly told at the hearing two years ago, I live on an "island," which will now be surrounded by trucks instead of cotton fields.

In all fairness, Hector Lopez (the younger) - he's the third generation of that family that my husband has known - has come by to talk to us about the project. We are both hoping to be good neighbors. One item we discussed was a planting area or "belt" of trees along the canal side of the possible trucking facility. From what I could see of the plans at the hearing a few weeks ago (I did not have the correct type of cell phone to participate in the "Teams" setup and spent the session without sound), the blueprints call for only a single line of trees. I am hoping that this is expanded, not just as a noise and sight barrier benefiting us, but as a rest area for his employees and to provide additional cooling and air pollution control for his facility. The shade provided by a denser planting would also be appreciated by the increasing number of people using the canal roads for recreational purposes. Mr. Lopez contacted me again after the recent meeting, and I sent him some materials on Chihuahuan Desert plants and "edible" landscaping.

Both Mr. Cowan and our family are concerned about what will physically happen to Inglewood Drive if the rezoning goes through. Both Socorro and El Paso seem to be responsible for repairing certain sections of the road, and we wonder how they will cooperate with the extra traffic caused by the proposed trucking facility and the one I have heard is due to go in directly opposite it on the Socorro side of the street. I understand that the City of El Paso's temporary solution is for a bridge to be built over the canal and that all truck traffic will enter and exit through North Loop. At this point, there is no traffic light at the North Loop entrance to the facility, and it is both frustrating for the truck drivers - particularly at rush hour - and for drivers headed east on North Loop who may be blocked by a left turning truck. We anticipate the traffic will eventually find its way back to Inglewood. We would like to be involved in any planning regarding the street - we might have some constructive suggestions - or at least give us a head's up on what is planned.

From what I heard from Raul Garcia, of the Planning Division, the zoning change is a "done" deal. Guess I am writing mostly so that you know that you have a few constituents in the area most impacted by this action. Our family (my husband, daughter, and myself) intend to live out our lives on our property - we would appreciate it if we - and our animals - could do so with some "quality of life."

Sincerely,

Barbara Angus
Registered Voter, District 6

551 Inglewood Drive Rezoning

PZRZ21-00006

Strategic Goal 3.

Promote the Visual Image of El Paso

PZRZ21-00006

This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.

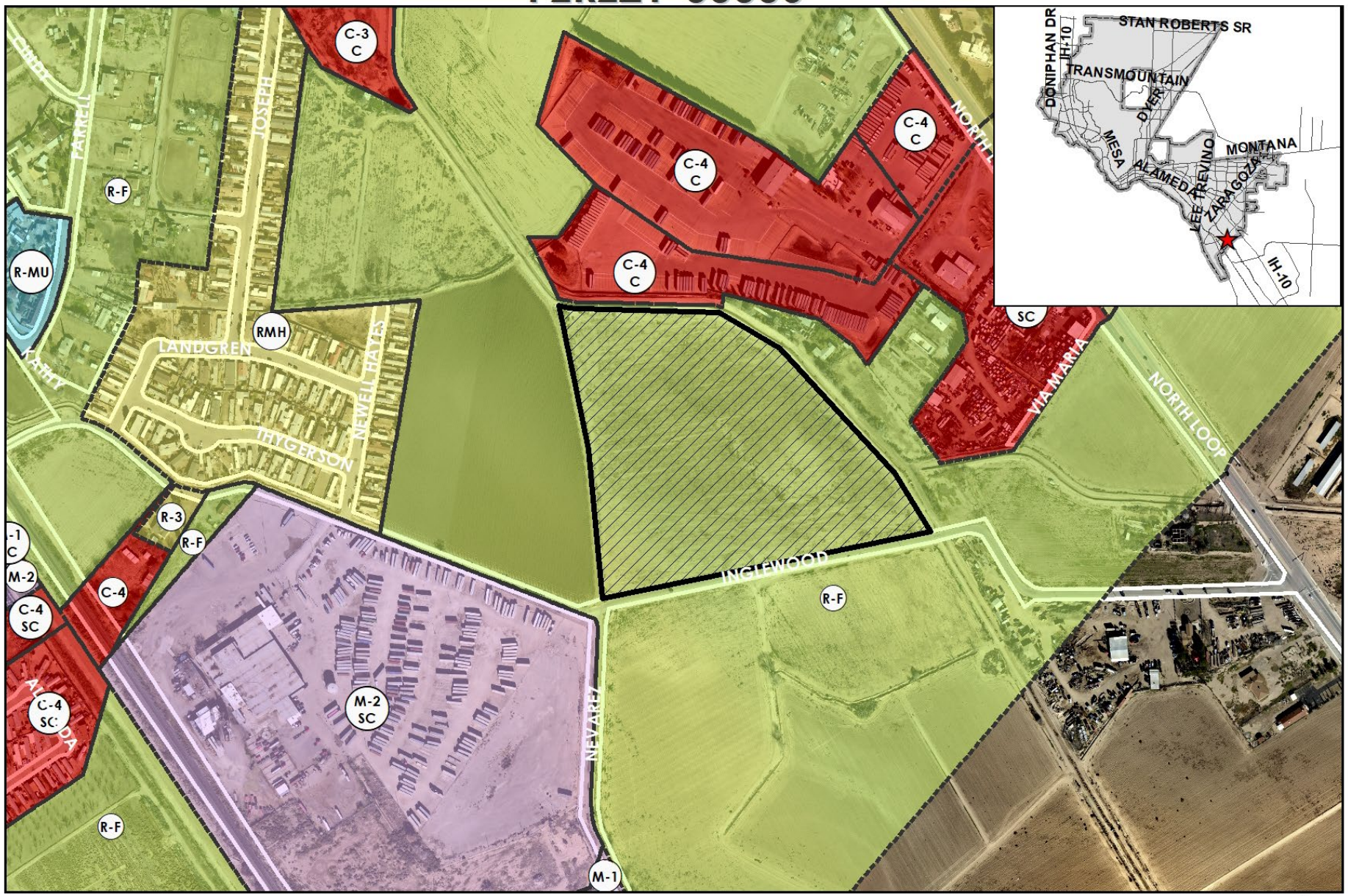
N W E S

Subject Property

0 140 280 560 840 1,120 Feet

Aerial

PZRZ21-00006



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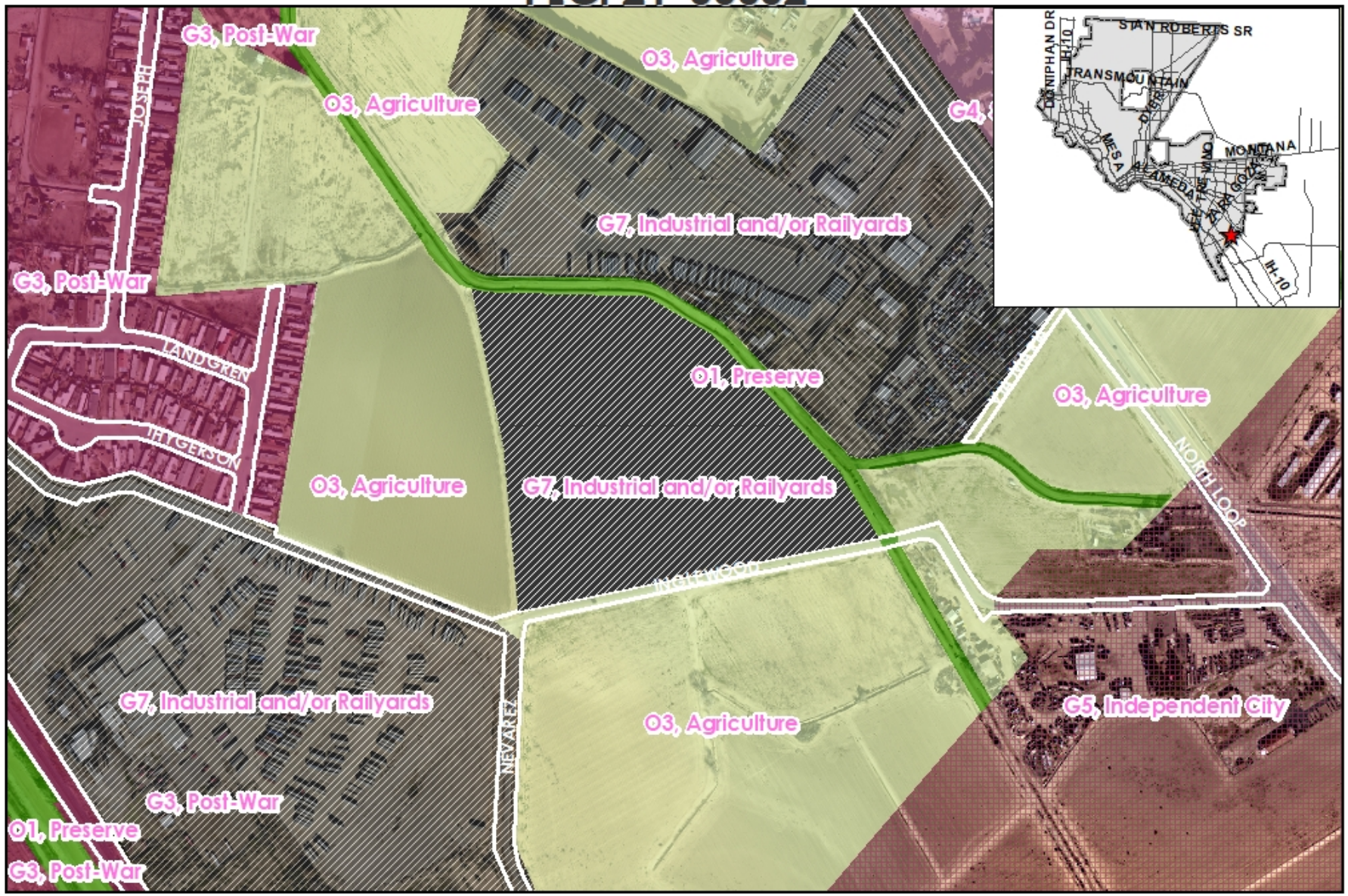
N
W
E
S

Subject Property

0 140 280 560 840 1,120
Feet

Existing Zoning

PLCP21-00002



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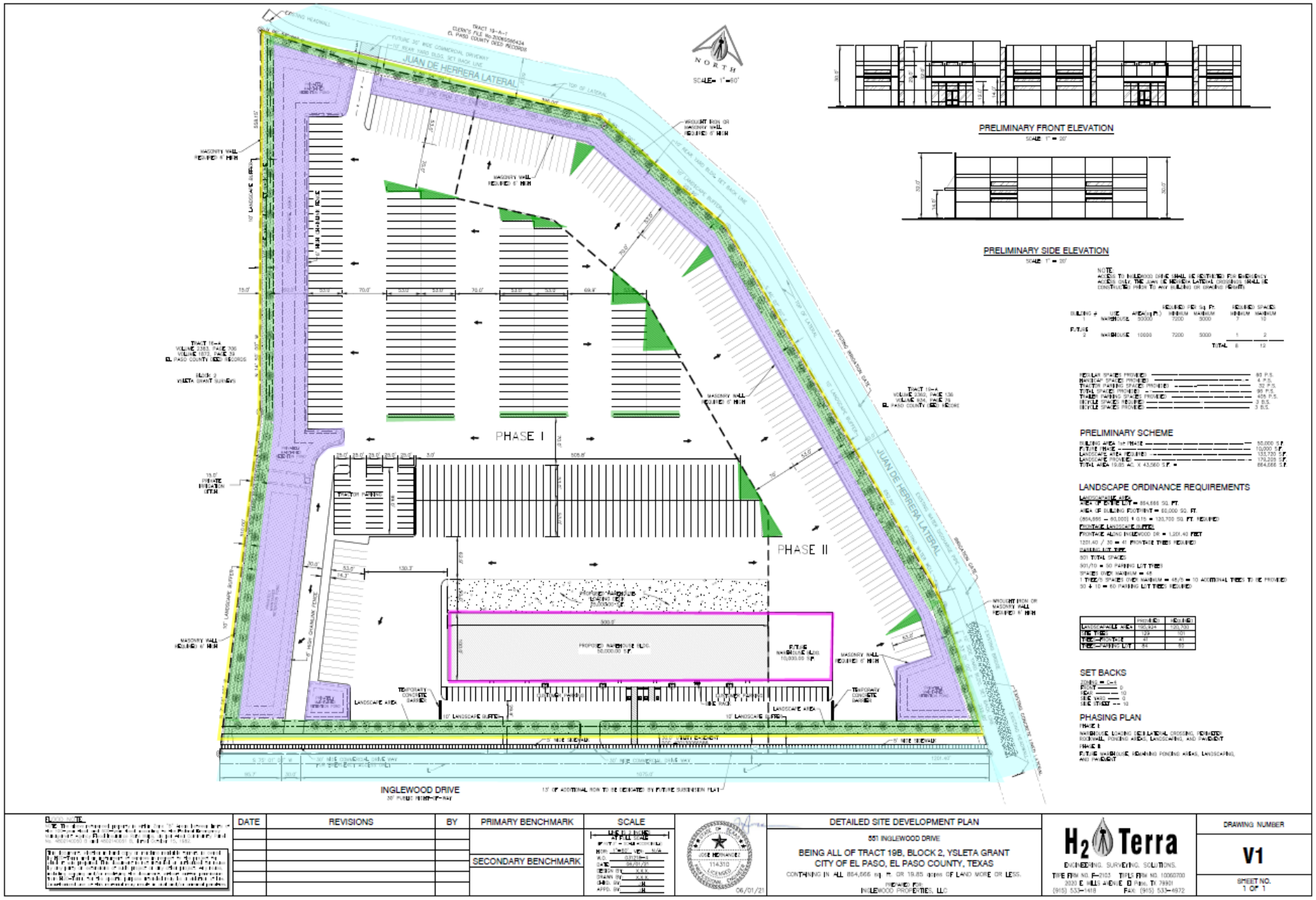
Future Land Use



Detailed Site Development Plan

Subject Property

Surrounding Development

N

W

E

S

Public Input

- The Planning & Inspections Department in conjunction with the office of City Representative for District 6, held a virtual community meeting on May 13, 2021.

- Public notices were mailed to property owners within 300 feet on May 21, 2021. As of June 2, 2021, the Planning Division has received two emails of commentary.

Recommendation

Staff recommends APPROVAL of the rezoning request with the following conditions:

1. Access for semi-trailer trucks and cabs shall be prohibited to and from Inglewood Drive.
2. That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at fifteen feet (15') on center along the property lines adjacent to residential or apartment zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.
3. The Juan De Herrera Lateral crossing shall be constructed prior to issuance of any building permits.
4. That a Detailed Site Development Plan be submitted and approved as per Section 20.04.150 of the El Paso City Code prior to the issuance of any building permits.

Staff also recommends APPROVAL of the detailed site development plan, which meets the requirements of El Paso City Code Section 20.04.150 Detailed Site Development Plan approval.

Mission

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Values

Integrity, Respect, Excellence, Accountability, People

551 Inglewood Drive Rezoning

PZRZ21-00006

Strategic Goal 3.

Promote the Visual Image of El Paso

PZRZ21-00006

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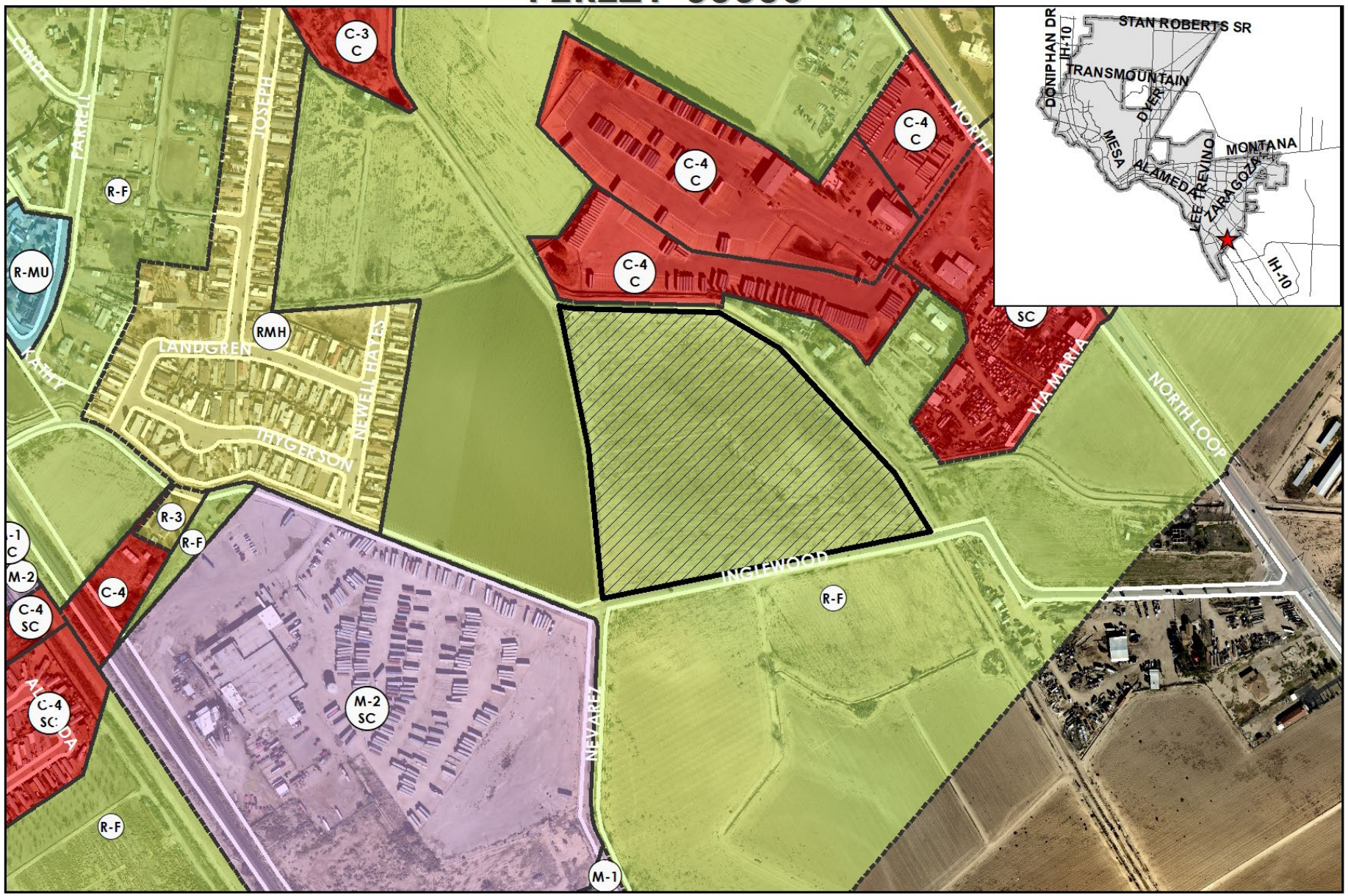
N W E S

Subject Property

0 140 280 560 840 1,120 Feet

Aerial

PZRZ21-00006



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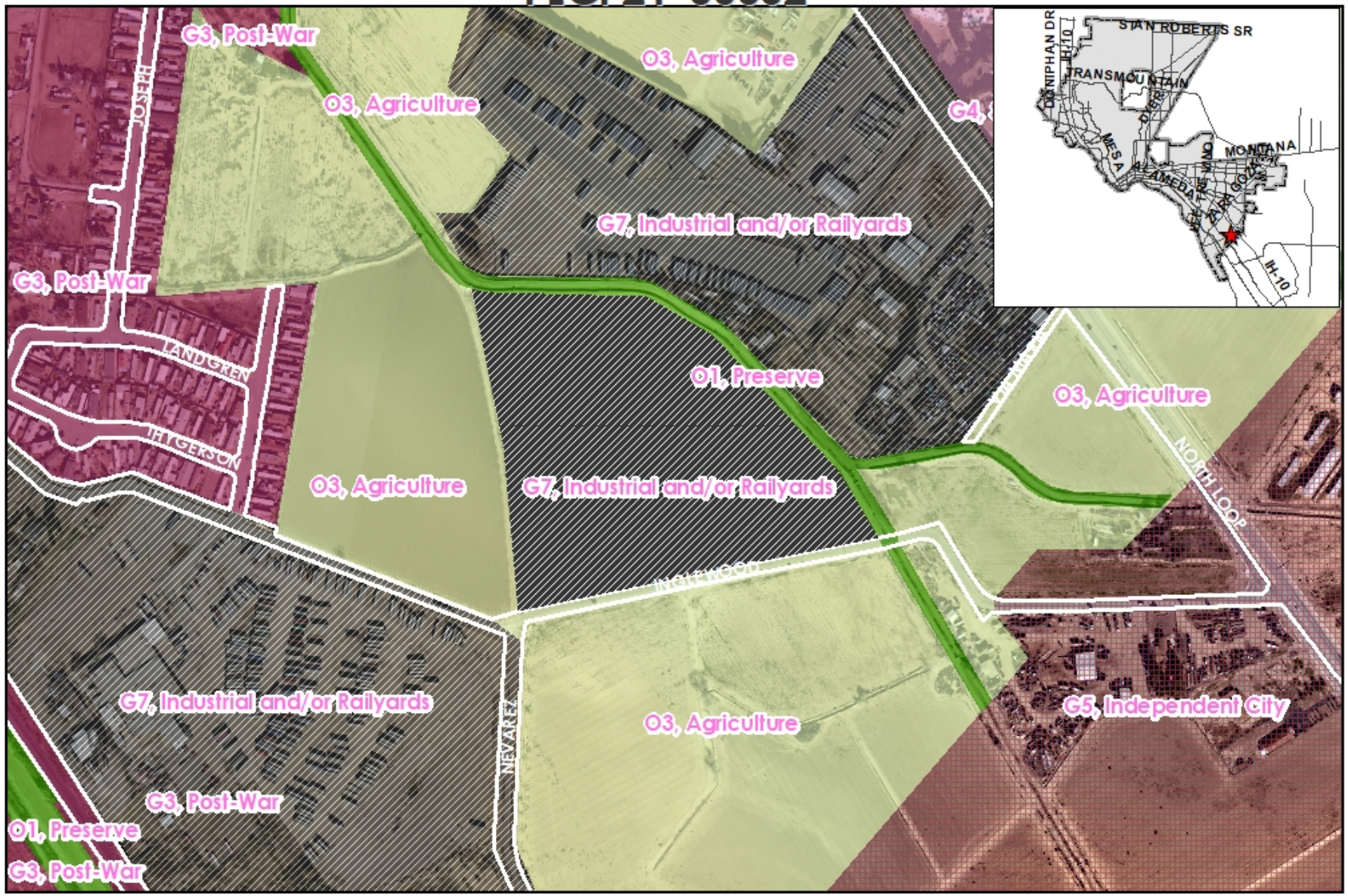
N W E S

Subject Property

0 140 280 560 840 1,120 Feet

Existing Zoning

PLCP21-00002



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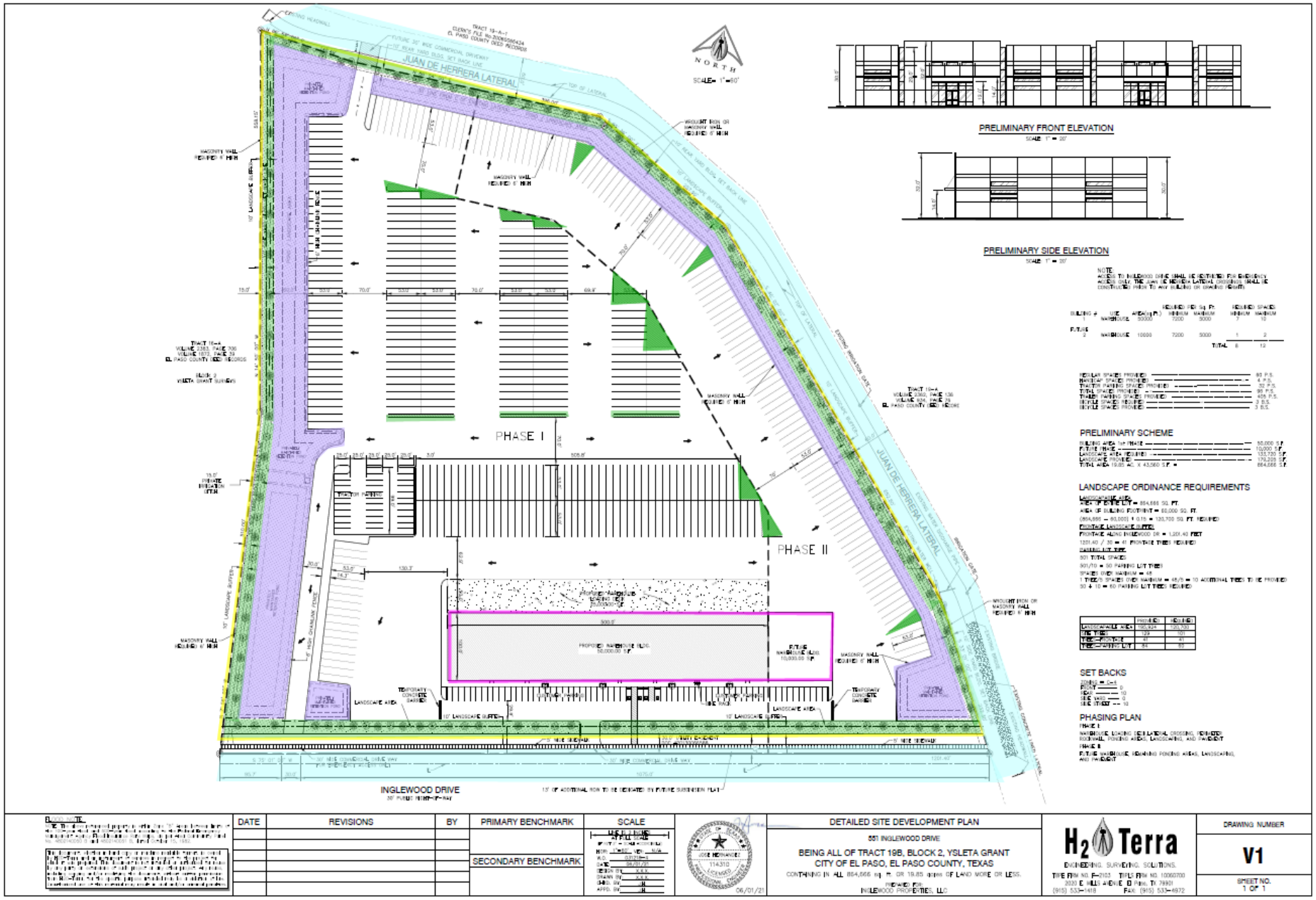
Future Land Use



Detailed Site Development Plan

Subject Property

Surrounding Development

N

W

E

S

Public Input

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Recommendation

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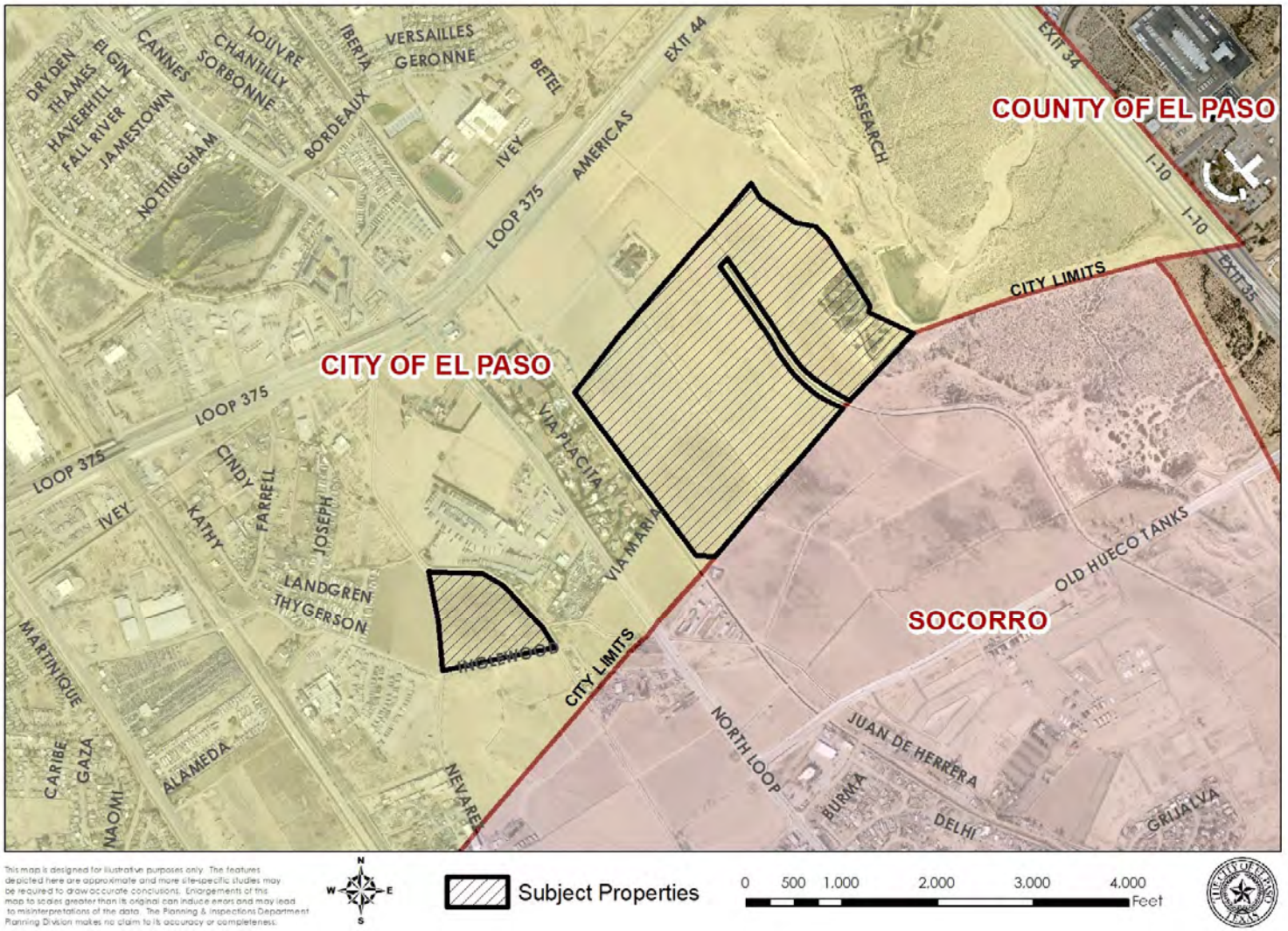
9641 North Loop Dr. & 215 Sofia Pl. and 551 Inglewood Rezoning

PZRZ21-00005 and PZRZ21-00006

Strategic Goal 3.

Promote the Visual Image of El Paso



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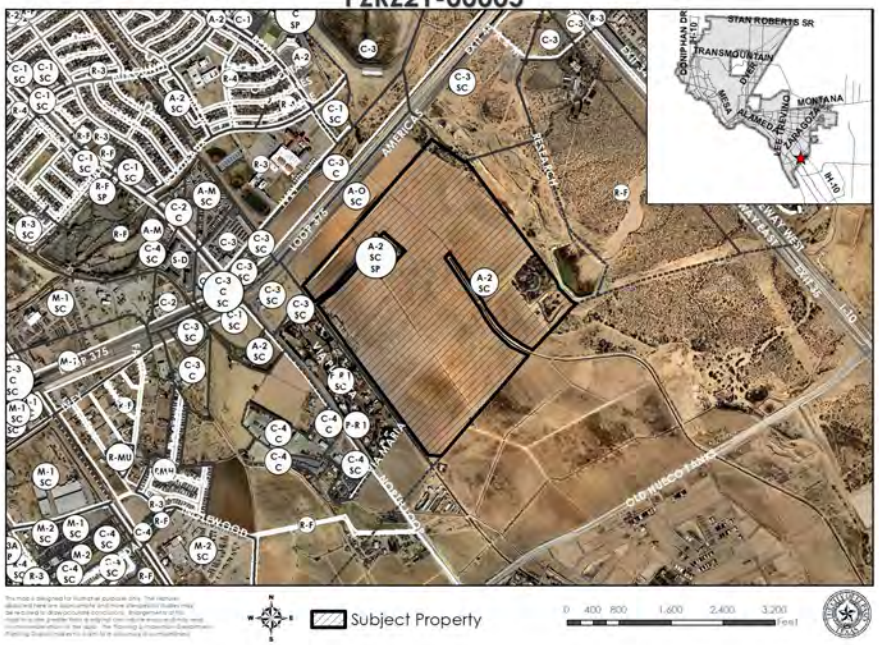
Aerial

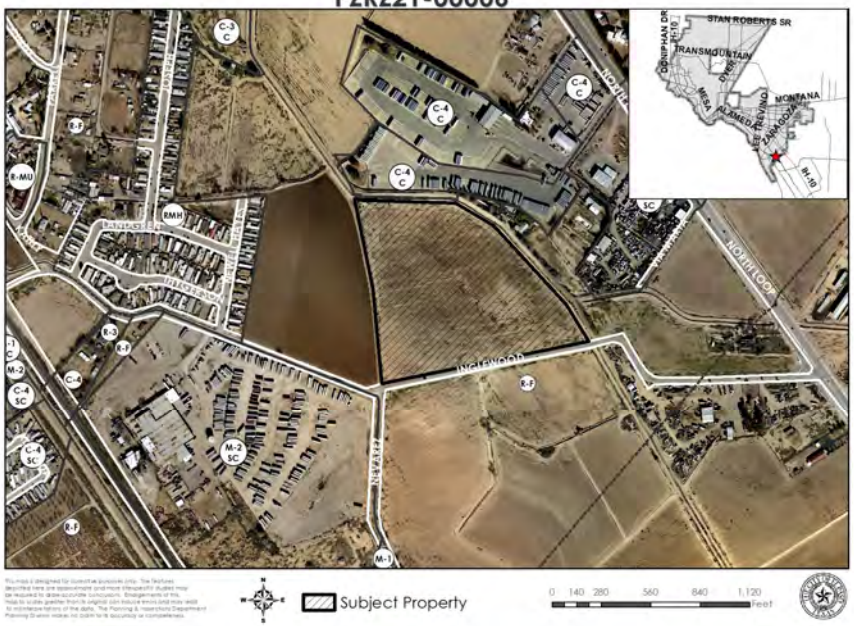
PZRZ21-00005



9641 North Loop & 215 Sophia

229.79 acres

PZRZ21-00006



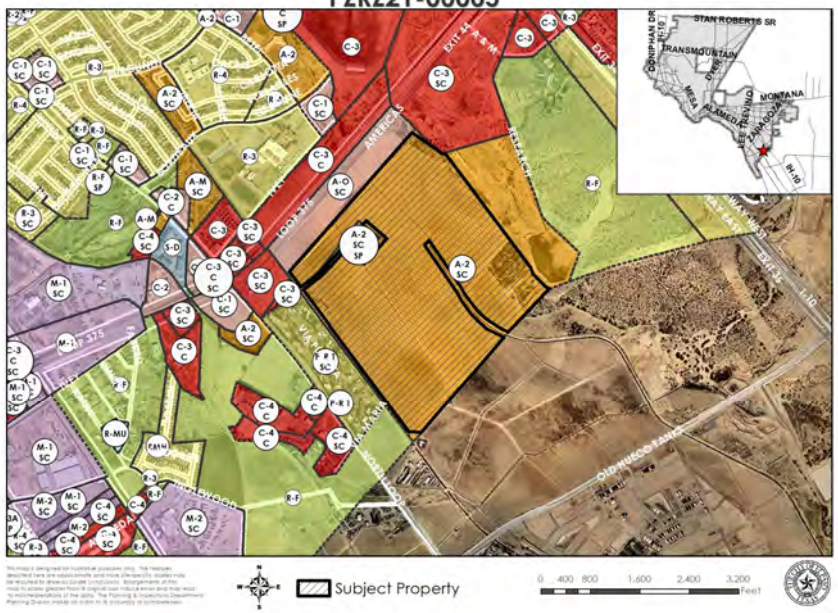
551 Inglewood

20.54 acres

710

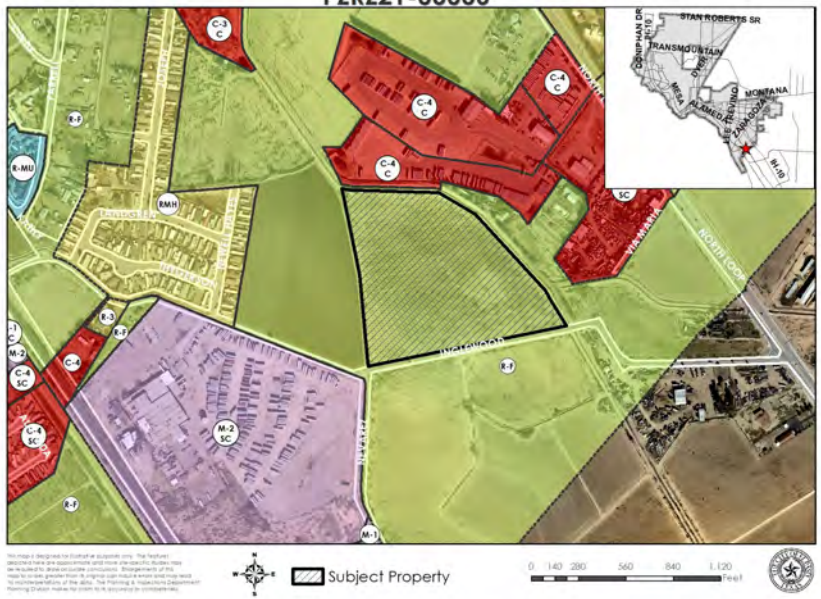
Existing Zoning

PZRZ21-00005



9641 North Loop & 215 Sophia

PZRZ21-00006



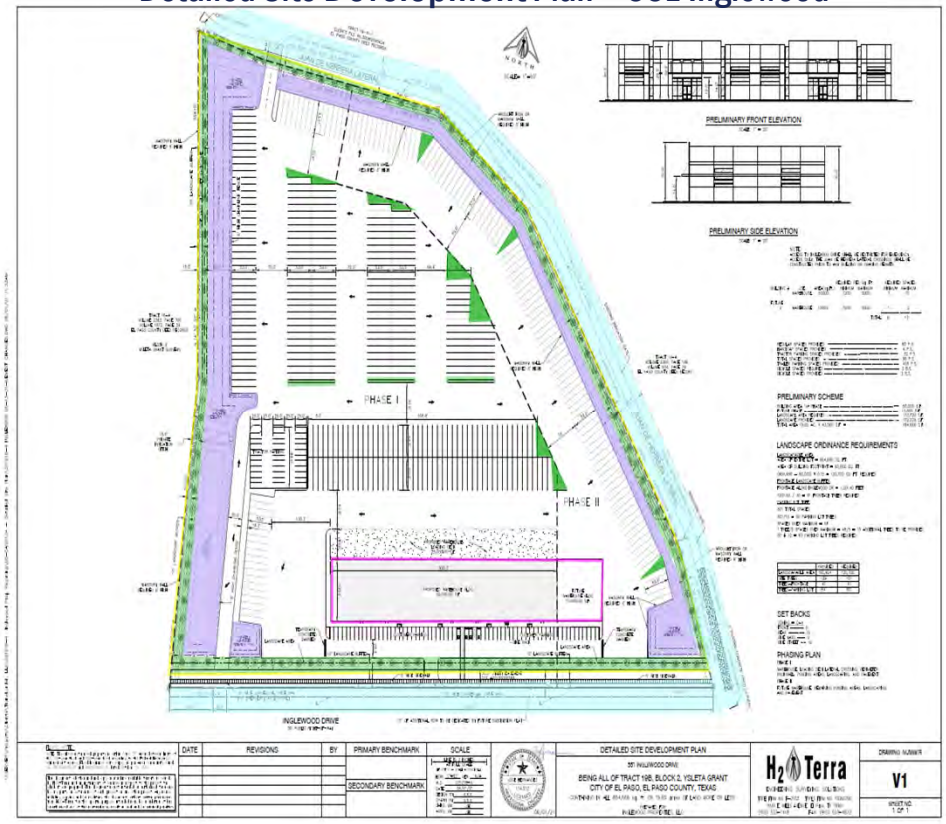
551 Inglewood

REQUEST FOR BOTH PROPERTIES IS TO REZONE TO **C-4 (Commercial/Light Industrial)**

Conceptual Plan – North Loop & Sophia

Proposed Industrial Business Park

Detailed Site Development Plan – 551 Inglewood



Proposed Warehouse and Trucking facility

712

Subject Property

9641 North Loop & 215 Sophia

551 Inglewood

Public Input

9641 North Loop & 215 Sophia

- Virtual community meetings
  - April 22, 2021
  - May 6, 2021
    - Approximately 40+ residents
    - Mission Valley Civic Assoc.
    - Corridor 20 Civic Assoc.
- Public notices were mailed to property owners within 300 feet on May 21, 2021.
  - Additionally, notices were mailed to all property owners within the adjacent residential neighborhood (Placitas Del Rey).
- Total of 48 notices mailed out
- No opposition received
  - 1 letter in support received from the Nursing Home facility.

551 Inglewood

- Virtual community meeting:
  - May 13, 2021.
    - Approximately 20 attendees
    - Mission Valley Civic Assoc.
    - Corridor 20 Civic Assoc.
- Public notices were mailed to property owners within 300 feet on May 21, 2021.
- Total of 26 notices mailed out
- 1 email in opposition from one property owner

Recommendation

9641 North Loop & 215 Sophia

On June 3, 2021 CPC recommended approval with the following conditions:

1. Twenty foot (20') landscaped buffer adjacent to the Mesa Drain.
2. Twenty foot (20') landscaped buffer around the existing nursing home facility.
3. Six-foot (6) masonry wall along the southwesterly property line adjacent to the Mesa Drain
4. Detailed Site Development Plan prior to building permits.
5. 4-way stop be installed at the intersection of the southwestern most access way and Camino Del Rey.

551 Inglewood

On June 3, 2021 CPC recommended approval with the following conditions:

1. Prohibit access for semi-trailer trucks to and from Inglewood Drive.
2. Ten-foot (10') landscaped buffer adjacent to residential or apartment zone districts or uses.
3. The Juan De Herrera Lateral crossing shall be constructed prior to building permits.
4. Detailed Site Development Plan prior to building permits.

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File #: 21-731, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 6
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Karina Brasgalla, (915) 212-1604

AGENDA LANGUAGE:

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

An Ordinance amending the Future Land Use Map (FLUM) contained in "Plan El Paso" for a Tract of land situated in the Ysleta Town Tract Survey, Abstract No. 214, City of El Paso, El Paso, County, Texas; said Tract being part of Lots 1 & 2, Block 2, A & M Addition, an addition to the City of El Paso according to the plat recorded in Volume 45, Page 10 of the Official Public Records of El Paso County, Texas; said Tract being part of that Tract of land described in Assumption Special Warranty Deed to Ben L. Ivey, LTD. recorded in Instrument No. 20020012761 of said Official Public Records; said Tract also being all of that Tract of land described in Assumption Special Warranty Deed to Ben L. Ivey, LTD. recorded in Instrument No. 20020012760 of said Official Public Records; said Tract also being part of Parcel 1 and all of Parcel 2 described in Deed Of Trust recorded in Instrument No. 20190062708 of said Official Public Records, City of El Paso, El Paso County, Texas, from O-3, Agriculture to G-7, Industrial. Subject Property: 9641 North Loop Dr. and 215 Sofia Pl. Applicant: Kimley-Horn and Associates, Inc. PLCP21-00001 [POSTPONED FROM 08-03-2021]

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

AGENDA DATE: July 7, 2021
PUBLIC HEARING DATE: August 3, 2021

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Karina Brasgalla, (915) 212-1604

DISTRICT(S) AFFECTED: District 6

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.1 Provide business friendly permitting and inspection processes
3.2 Improve the visual impression of the community

SUBJECT:
An Ordinance amending the Future Land Use Map (FLUM) contained in "Plan El Paso" for a Tract of land situated in the Ysleta Town Tract Survey, Abstract No. 214, City of El Paso, El Paso, County, Texas; said Tract being part of Lots 1 & 2, Block 2, A & M Addition, an addition to the City of El Paso according to the plat recorded in Volume 45, Page 10 of the Official Public Records of El Paso County, Texas; said Tract being part of that Tract of land described in Assumption Special Warranty Deed to Ben L. Ivey, LTD. recorded in Instrument No. 20020012761 of said Official Public Records; said Tract also being all of that Tract of land described in Assumption Special Warranty Deed to Ben L. Ivey, LTD. recorded in Instrument No. 20020012760 of said Official Public Records; said Tract also being part of Parcel 1 and all of Parcel 2 described in Deed Of Trust recorded in Instrument No. 20190062708 of said Official Public Records, City of El Paso, El Paso County, Texas, from O-3, Agriculture To G-7, Industrial.

Subject Property: 9641 North Loop Dr. and 215 Sofia Pl.
Applicant: Kimley-Horn and Associates, Inc. PLCP21-00001

BACKGROUND / DISCUSSION:
The applicant is requesting to revise the Future Land Use Map designation from O-3, Agriculture to G-7, Industrial. City Plan Commission recommended 8-0 to approve the proposed amendment on June 3, 2021. See attached staff report for additional information.

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division
SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD: Philip Etiwe

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

Revised 04/09/2021

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP (FLUM) CONTAINED IN "PLAN EL PASO" FOR A TRACT OF LAND SITUATED IN THE YSLETA TOWN TRACT SURVEY, ABSTRACT NO. 214, CITY OF EL PASO, EL PASO, COUNTY, TEXAS; SAID TRACT BEING PART OF LOTS 1 & 2, BLOCK 2, A & M ADDITION, AN ADDITION TO THE CITY OF EL PASO ACCORDING TO THE PLAT RECORDED IN VOLUME 45, PAGE 10 OF THE OFFICIAL PUBLIC RECORDS OF EL PASO COUNTY, TEXAS; SAID TRACT BEING PART OF THAT TRACT OF LAND DESCRIBED IN ASSUMPTION SPECIAL WARRANTY DEED TO BEN L. IVEY, LTD. RECORDED IN INSTRUMENT NO. 20020012761 OF SAID OFFICIAL PUBLIC RECORDS; SAID TRACT ALSO BEING ALL OF THAT TRACT OF LAND DESCRIBED IN ASSUMPTION SPECIAL WARRANTY DEED TO BEN L. IVEY, LTD. RECORDED IN INSTRUMENT NO. 20020012760 OF SAID OFFICIAL PUBLIC RECORDS; SAID TRACT ALSO BEING PART OF PARCEL 1 AND ALL OF PARCEL 2 DESCRIBED IN DEED OF TRUST RECORDED IN INSTRUMENT NO. 20190062708 OF SAID OFFICIAL PUBLIC RECORDS, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM O-3, AGRICULTURE TO G-7, INDUSTRIAL.

WHEREAS, Plan El Paso, as subsequently amended, was initially adopted by the El Paso City Council on March 6, 2012 pursuant to provisions of the Texas Local Government Code as the Comprehensive Plan for the City; and

WHEREAS, the Comprehensive Plan provides a basis for the City's regulations and policies that directs its physical and economic development; and

WHEREAS, the Future Land Use Map (FLUM) is one of the policies adopted by the El Paso City Council contained within the Comprehensive Plan which identifies desired land use patterns; and

WHEREAS, the City's Future Land Use Map serves as a guide to the type and manner of future development for the City of El Paso; and

WHEREAS, when changes and amendments to the zoning map are requested, the reviewing City departments and the City Plan Commission must make recommendations regarding the conformity of the proposed change to the City's Comprehensive Plan; and

WHEREAS, in some instances when a request to amend the zoning map does not conform to the Future Land Use Map, an amendment to that map may be required; and

WHEREAS, the City Plan Commission, after conducting a public hearing, recommended the proposed amendment to the Future Land Use Map; and

WHEREAS, after conducting a public hearing**,** the proposed amendment to the Future Land Use Map of Plan El Paso will have no negative impact upon the public health, safety, morals, and general welfare of the City, and will carry out the purpose and spirit of the policies expressed in Plan El Paso.

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

1. That the areas identified in **Exhibit "A"** and described as a Tract of land situated in the Ysleta Town Tract Survey, Abstract No. 214, City of El Paso, El Paso, County, Texas; said tract being part of Lots 1 & 2, Block 2, A & M Addition, an addition to the City of El Paso according to the plat recorded in Volume 45, Page 10 of the Official Public Records of El Paso County, Texas; said tract being part of that tract of land described in Assumption Special Warranty Deed to Ben L. Ivey, Ltd. recorded in Instrument No. 20020012761 of said Official Public Records; said tract also being all of that tract of land described in Assumption Special Warranty Deed to Ben L. Ivey, Ltd. recorded in Instrument No. 20020012760 of said Official Public Records; said tract also being part of Parcel 1 and all of Parcel 2 described in Deed of Trust recorded in Instrument No. 20190062708 of said Official Public Records, located in the City of El Paso, El Paso County, Texas, be incorporated into the City's Comprehensive Plan, Plan El Paso, for all the purposes, including amending the Future Land Use Map from O-3, Agriculture to G-7, Industrial.

2. That Plan El Paso and its related documents, as herein modified, shall remain in full force and effect as to the long-range general policies for guiding growth and development in the City.

ADOPTED this _____ day of _____, 2021.

THE CITY OF EL PASO

_____

Oscar Leeser
Mayor

(Signatures on next page)

ATTEST:

_____

Laura D. Prine, City Clerk

APPROVED AS TO FORM:

_____

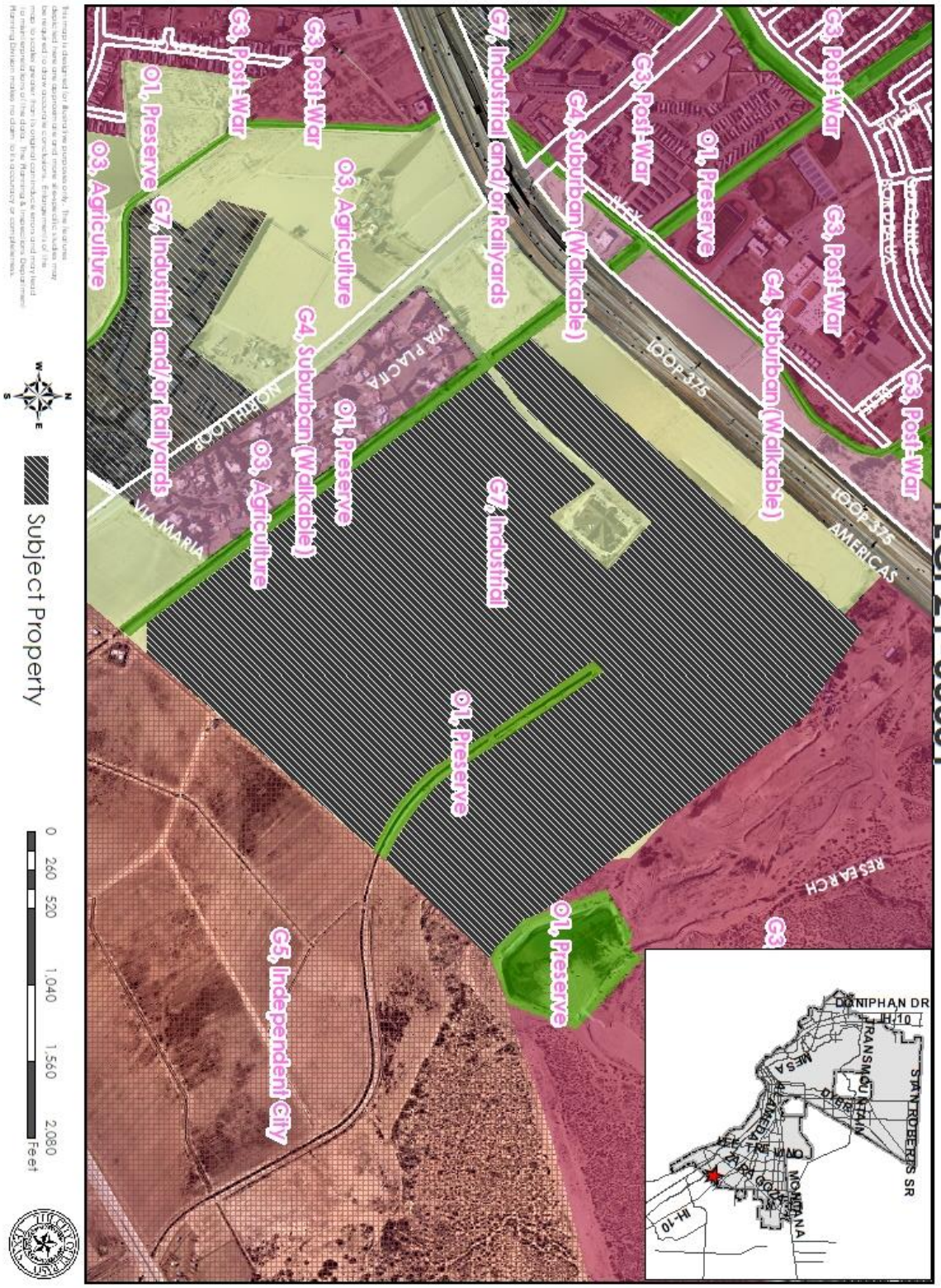
Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:

_____

Philip Etiwe, Director
Planning & Inspections Department

Exhibit A: Future Land Use Map



9641 North Loop Dr. and 215 Sofia Pl.

City Plan Commission — June 3, 2021

COMP PLAN AMEND

CASE NUMBER:	**PLCP21-00001**
CASE MANAGER:	Karina Brasgalla, (915) 212-1604, BrasgallaKX@elpasotexas.gov
PROPERTY OWNER:	Ivey Investments, LTD
REPRESENTATIVE:	Kimley-Horn and Associates, Inc.
LOCATION:	9641 North Loop Dr. and 215 Sofia Pl. (District 6)
PROPERTY AREA:	229.79 acres
REQUEST:	Adjust the Future Land Use designation from O-3, Agriculture, to G-7, Industrial
RELATED APPLICATIONS:	PZRZ21-00005
PUBLIC INPUT:	N/A

SUMMARY OF REQUEST: The applicant is requesting an amendment to *Plan El Paso*, the City's comprehensive plan, to adjust the Future Land Use designation for one property, from O-3, Agriculture, to G-7, Industrial, to accommodate proposed industrial development.

SUMMARY OF RECOMMENDATION: Staff recommends **APPROVAL** of the request. The proposed development is in keeping with the character of the transitional changes occurring in the area and the policies of *Plan El Paso* for the G-7 Industrial Future Land Use designation.

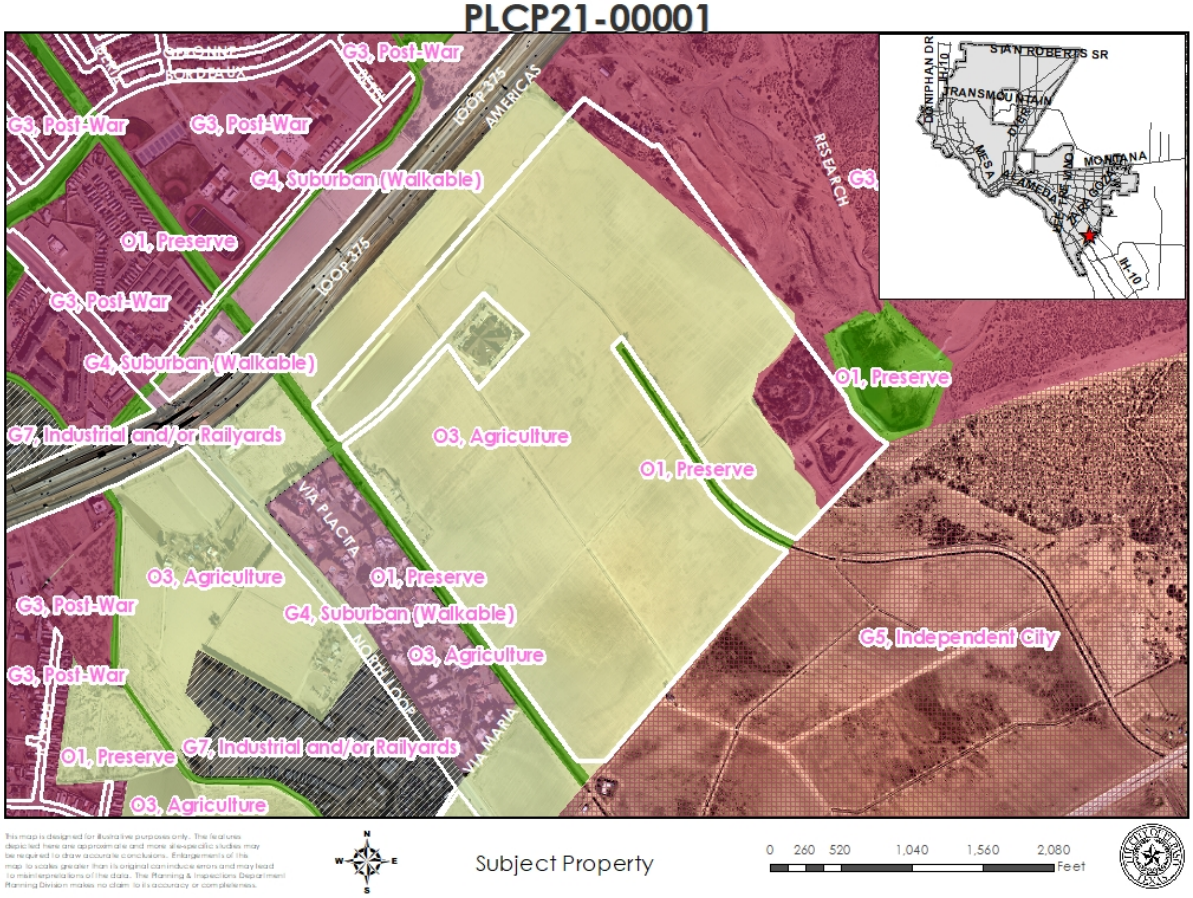


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is proposing to adjust the Future Land Use designation on a 229.79-acre property in order to allow for development of an industrial park. The G-7 designation is most in character with the proposed development for the property, which is similar in scale and character to the nearby industrial development along North Loop Drive, Americas Avenue, and I-10.The area has been experiencing a transition resulting from recent improvements to the nearby Ysleta Port of Entry and changing development patterns.

This case is related to application number PZRZ21-00005, which requests to rezone part of the subject area from A-2/sc (Apartment/special contract) to C-4/c (Commercial/conditions).

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: Nearby properties with similar trade, distribution, and warehouse uses are also designated G-7. There is an established residential community to the southwest, designated G-4 (Suburban). Vacant land to the northeast is designated G-3 (Post-War). Any development should be sensitive to these land uses and mitigate effects to the maximum extent possible. Adjacent land to the southeast lies within the City of Socorro and is zoned for Industrial and Commercial uses.

COMPLIANCE WITH *PLAN EL PASO* – When evaluating whether a proposed adjustment is in accordance with *Plan El Paso*, consider the following factors:	
Criteria	**Does the Request Comply?**
Future Land Use Map: Proposed Future Land Use designation for the property: **G-7 – Industrial:** This sector applies to industrial parks, large free-standing industrial uses, refineries, non-military airfields, trucking terminals, and mines, all on large tracts in areas dominated by vehicles. This sector is essential to El Paso's economy; however, when an industrial use becomes obsolete, there can be potential for mixed-use redevelopment of the site. This sector also includes the existing rail yards which could be redeveloped as mixed-use communities if the rail yards were moved out of town	*Plan El Paso* calls out the G-7 designation as appropriate for industrial parks and industrial uses, which is in keeping with the proposed uses. The associated rezoning to C-4 will ensure that any future proposed uses will remain compatible with the G-7 designation. The 2021 addendum lays out new guidance for the conversion of O-3, Agriculture designations into trade supportive uses when there is economic necessity.
Preferred Development Locations: Is the property in a "Compact Urban" area?	N/A

THE PROPOSED DESGINATION'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small area plans, including land-use maps in those plans.	N/A
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested change.	Development of the subject property will bring higher intensity uses into close proximity with existing residential and agricultural uses.
Natural Environment: Anticipated effects on the natural environment.	The subject property is currently inactive farmland. The existing irrigation canals and drainage laterals will be buffered from development.
Stability: Whether the area is stable or in transition.	As referenced in the 2021 *Plan El Paso* addendum, the surrounding area is in transition from farmland to trade supportive uses.

Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing designation no longer suitable for the property.	The subject property is being sold to be developed as an industrial park and therefore the 'Agriculture' designation is no longer appropriate.

CITY PLAN COMMISSION OPTIONS:

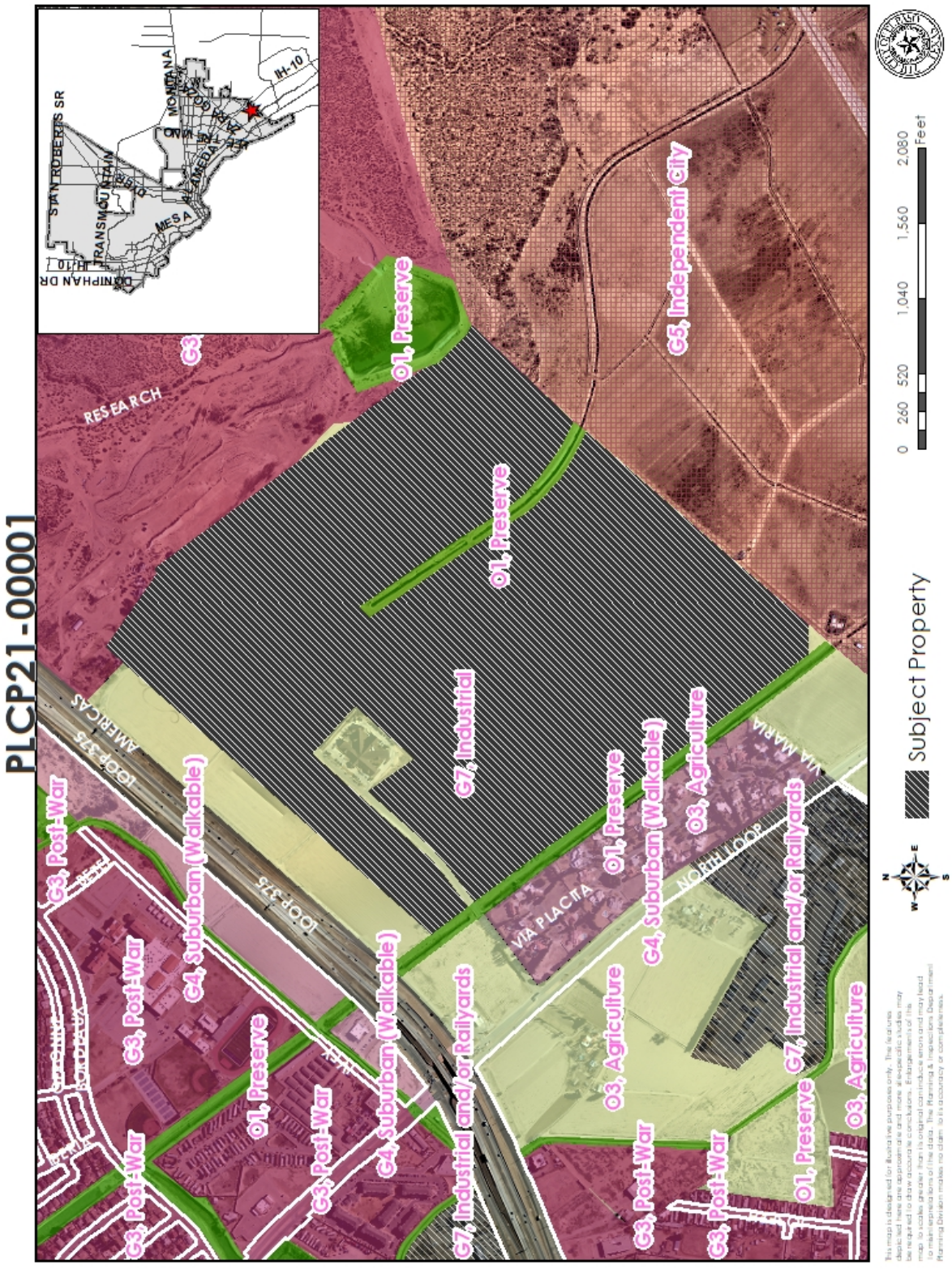
The City Plan Commission (CPC) has the authority to advise City Council on changes to the Comprehensive Plan. In evaluating the request, the CPC may take any of the following actions:

1. **Recommend Approval** of the request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
2. **Recommend Approval of the request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.
3. **Recommend Denial** of the request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

ATTACHMENTS:

1. Proposed Future Land Use Map

ATTACHMENT 1



ITEMS 44 and 45

Future Land Use Map Amendments

PLCP21-00001 and PLCP21-00002

Strategic Goal 3.

Promote the Visual Image of El Paso

Changing Conditions

- Current *Plan El Paso* guidance is to conserve as much agricultural land where feasible and active farming is occurring
- Recent changes weren't anticipated when the Comp Plan was adopted in 2012
  - Shift in market conditions
    - Properties no longer active farmland and currently lie fallow
    - Properties lost water and irrigation rights
  - Recent developments
    - Improvements to the Ysleta Port-of-Entry
      - Freight traffic shifted to this port from others in the City
    - Development in the area
      - Socorro developments
      - Amazon fulfillment center
- These facts require attention and ability to keep pace with changing market conditions
- This action will allow for a pathway to adapt to current trends

Proposed FLUM Change

O-3 Agriculture

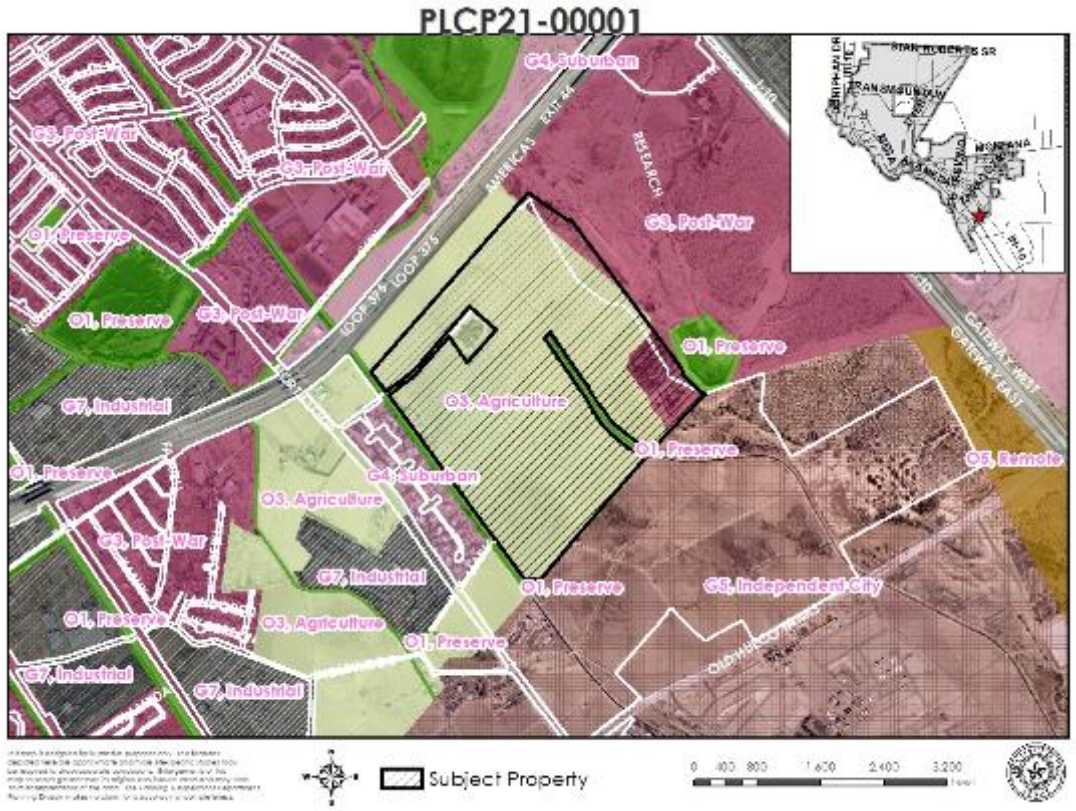
- Open Space sector:
  - Active farmland in the Rio Grande Valley.
  - When development rights have already been granted, development can be clustered into compact, complete, connected neighborhoods

G-7 Industrial

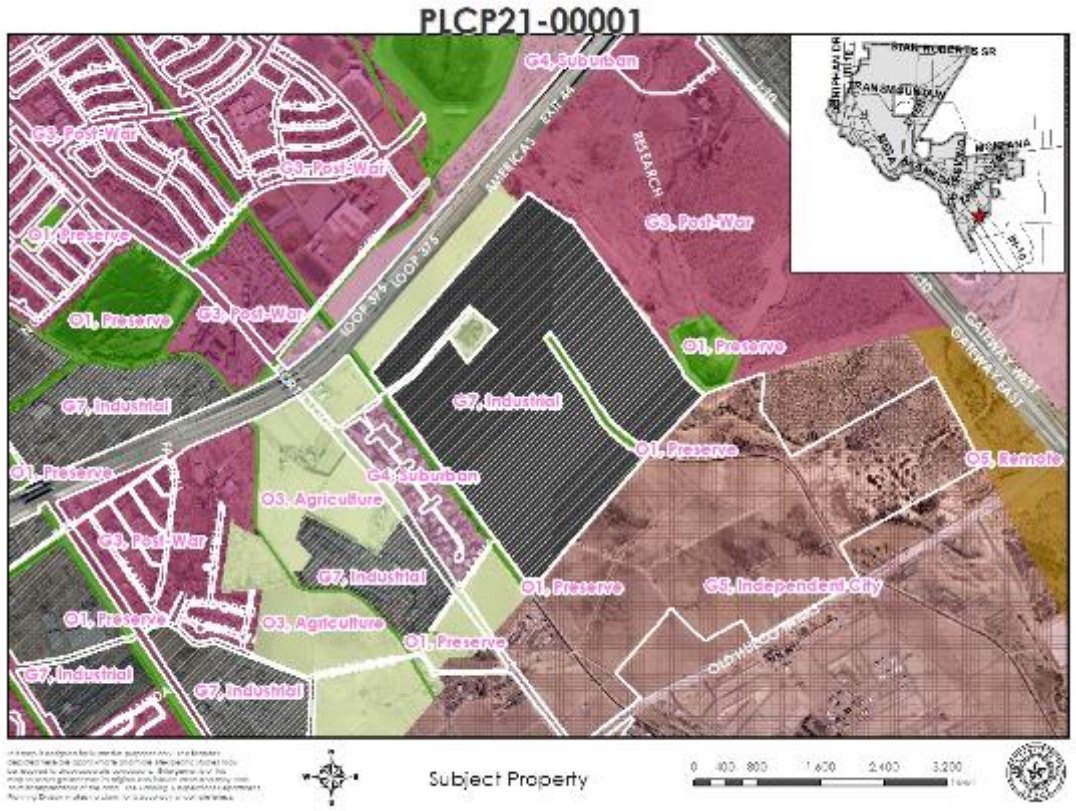
- Growth Sector:
  - Industrial parks, large free-standing industrial uses, refineries, non-military airfields, trucking terminals, and mines, all on large tracts in areas dominated by vehicles
  - When an industrial use becomes obsolete, there can be potential for mixed-use redevelopment of the site

PLCP21-00001: 9641 North Loop Dr. and 215 Sofia Pl.

Approx. 230 acres South of Loop 375 and East of North Loop



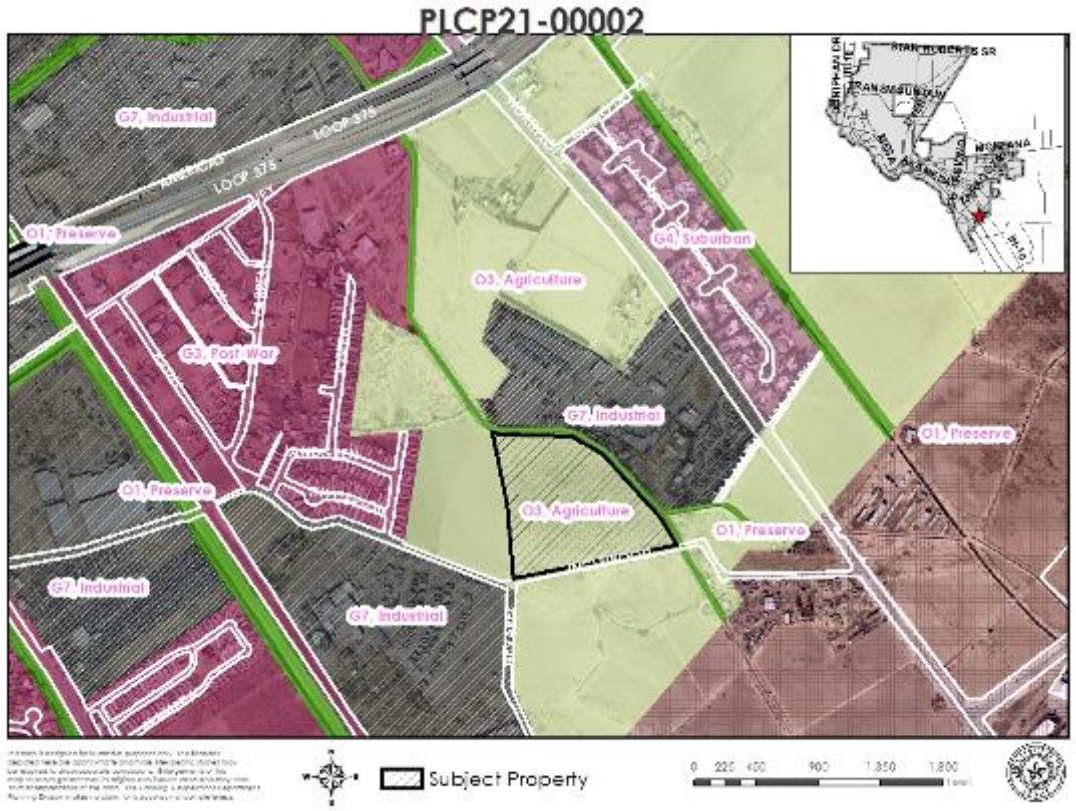
Current



Proposed

PLCP21-00002: 551 Inglewood

Approx. 20 acres South of Loop 375 and West of North Loop



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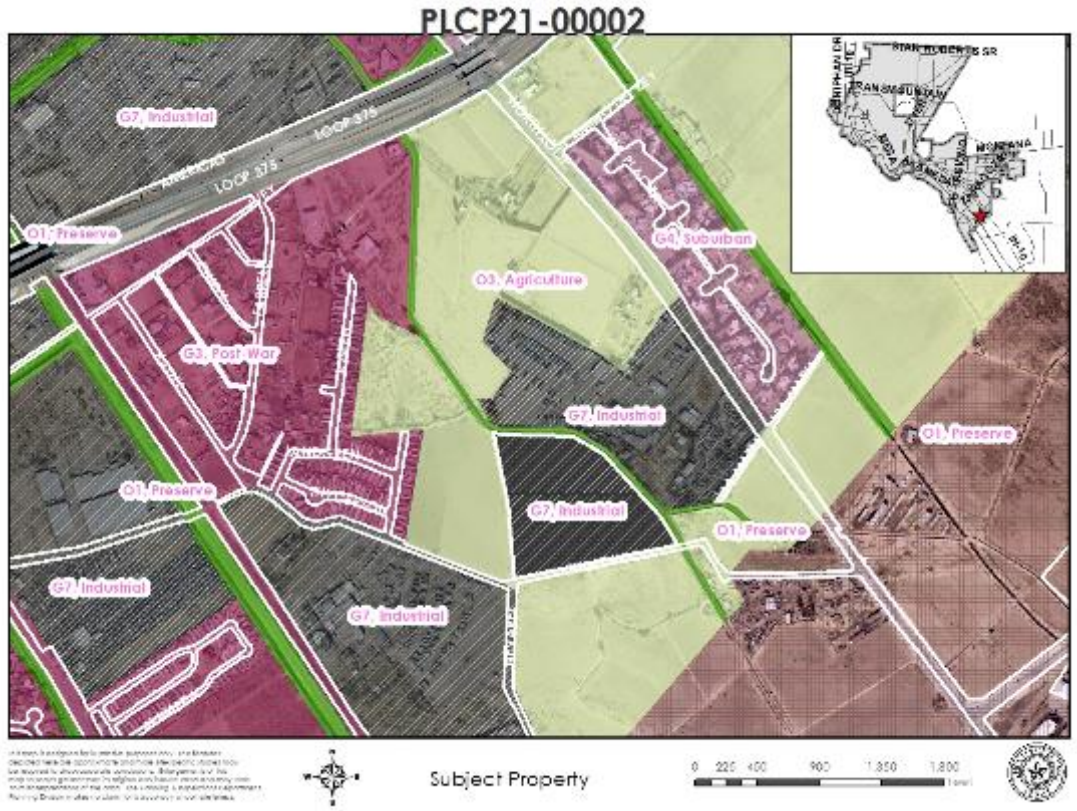


Proposed

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

File #: 21-732, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

District 6
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Karina Brasgalla, (915) 212-1604

AGENDA LANGUAGE:

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

An Ordinance amending the Future Land Use Map (FLUM) contained in "Plan El Paso" for the properties legally described as all of Tract 19B, Block 2, Ysleta Grant, City of El Paso, El Paso County, Texas, from O-3, Agriculture to G-7, Industrial. Subject Property: 551 Inglewood Dr.
Applicant: Inglewood Properties, LLC PLCP21-00002 [POSTPONED FROM 08-03-2021]

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

AGENDA DATE: July 7, 2021
PUBLIC HEARING DATE: August 3, 2021

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Karina Brasgalla, (915) 212-1604

DISTRICT(S) AFFECTED: District 6

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.1 Provide business friendly permitting and inspection processes
3.2 Improve the visual impression of the community

SUBJECT:
An Ordinance amending the Future Land Use Map (FLUM) contained in "Plan El Paso" for the properties legally described as all of Tract 19B, Block 2, Ysleta Grant, City of El Paso, El Paso County, Texas, from O-3, Agriculture To G-7, Industrial.

Subject Property: 551 Inglewood Dr.
Applicant: Inglewood Properties, LLC PLCP21-00002

BACKGROUND / DISCUSSION:
The applicant is requesting to revise the Future Land Use Map designation from O-3, Agriculture to G-7, Industrial. City Plan Commission recommended 8-0 to approve the proposed amendment on June 3, 2021. See attached staff report for additional information.

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division
SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:
Philip Etiwe
(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

Revised 04/09/2021

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FUTURE LAND USE MAP ("FLUM") CONTAINED IN "PLAN EL PASO" FOR THE PROPERTIES LEGALLY DESCRIBED AS ALL OF TRACT 19B, BLOCK 2, YSLETA GRANT, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM O-3, AGRICULTURE TO G-7, INDUSTRIAL.

WHEREAS, Plan El Paso, as subsequently amended, was initially adopted by the El Paso City Council on March 6, 2012 pursuant to provisions of the Texas Local Government Code as the Comprehensive Plan for the City; and

WHEREAS, the Comprehensive Plan provides a basis for the City's regulations and policies that directs its physical and economic development; and

WHEREAS, the Future Land Use Map ("FLUM") is one of the policies adopted by the El Paso City Council contained within the Comprehensive Plan which identifies desired land use patterns; and

WHEREAS, the City's Future Land Use Map serves as a guide to the type and manner of future development for the City of El Paso; and

WHEREAS, when changes and amendments to the zoning map are requested, the reviewing City departments and the City Plan Commission must make recommendations regarding the conformity of the proposed change to the City's Comprehensive Plan; and

WHEREAS, in some instances when a request to amend the zoning map does not conform to the Future Land Use Map, an amendment to that map may be required; and

WHEREAS, the City Plan Commission, after conducting a public hearing, recommended the proposed amendment to the Future Land Use Map; and

WHEREAS, after conducting a public hearing**,** the proposed amendment to the Future Land Use Map of Plan El Paso will have no negative impact upon the public health, safety, morals, and general welfare of the City, and will carry out the purpose and spirit of the policies expressed in Plan El Paso.

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

1. That the areas identified in **Exhibit "A"** and legally described All of Tract 19B, Block 2, Ysleta Grant, City of El Paso, El Paso County, Texas, be incorporated into the City's Comprehensive Plan, Plan El Paso, for all the purposes, including amending the Future Land Use Map from O-3, Agriculture to G-7, Industrial.

2. That Plan El Paso and its related documents, as herein modified, shall remain in full force and effect as to the long-range general policies for guiding growth and development in the City.

ADOPTED this _____ day of _____, 2021.

THE CITY OF EL PASO

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Russell T. Abeln
Russell Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe
Philip Etiwe, Director
Planning & Inspections Department

Exhibit A: Future Land Use Map

LONG RANGE COMP PLAN AMENDMENT

551 Inglewood Dr.

City Plan Commission — June 3, 2021

CASE NUMBER:	**PLCP21-00002**
CASE MANAGER:	Karina Brasgalla, (915) 212-1604, BrasgallaKX@elpasotexas.gov
PROPERTY OWNER:	Inglewood Properties, LLC
REPRESENTATIVE:	H2O Terra c/o Jose Hernandez
LOCATION:	551 Inglewood Dr. (District 6)
PROPERTY AREA:	19.85 acres
REQUEST:	Adjust the Future Land Use designation from O-3, Agriculture, to G-7, Industrial
RELATED APPLICATIONS:	PZRZ21-00006
PUBLIC INPUT:	N/A

SUMMARY OF REQUEST: The applicant is requesting an amendment to *Plan El Paso*, the City's comprehensive plan, to adjust the Future Land Use designation for one property, from O-3, Agriculture, to G-7, Industrial, to accommodate proposed industrial development.

SUMMARY OF RECOMMENDATION: Staff recommends **APPROVAL** of the request. The proposed development is in keeping with the character of the adjacent development and the policies of *Plan El Paso* for the G-7 Industrial Future Land Use designation.

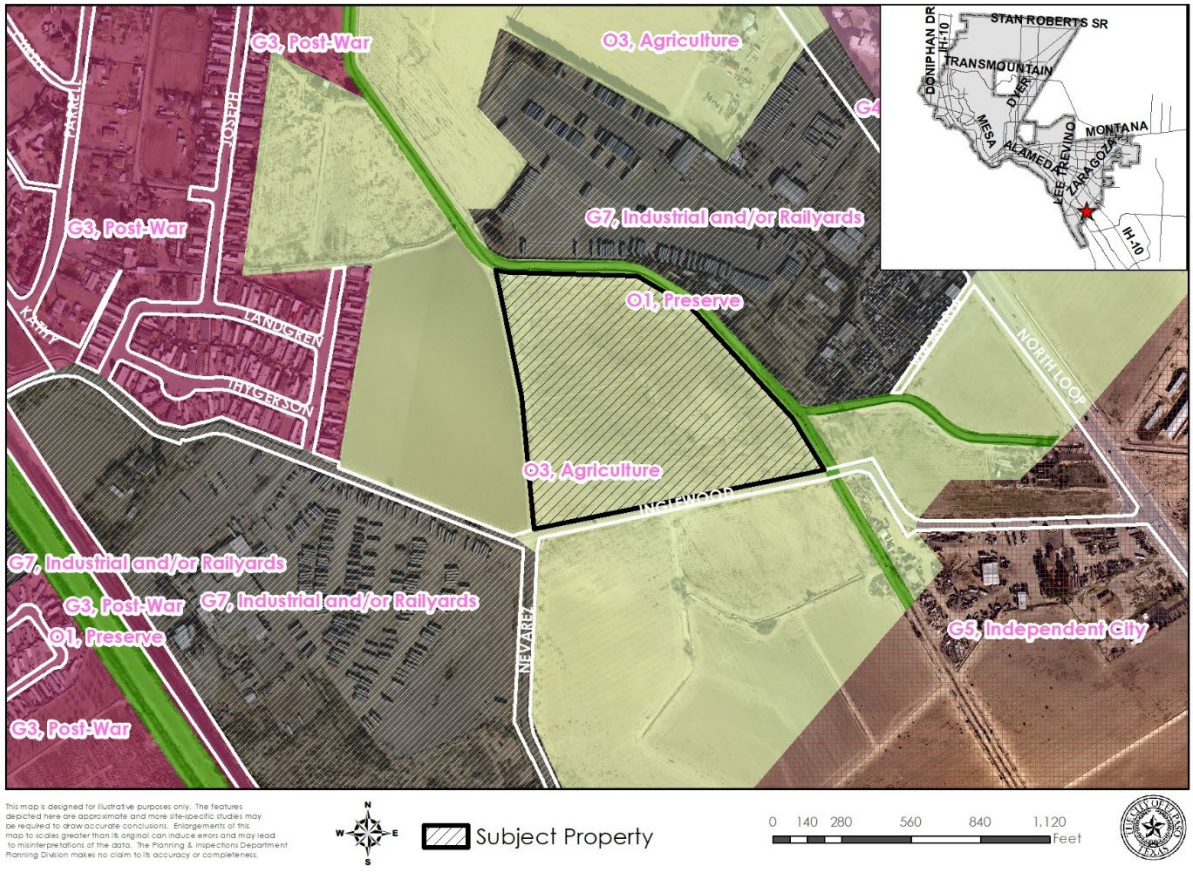


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is proposing to adjust the Future Land Use designation on a 19.85-acre property in order to allow for development of a trucking and warehouse facility. The G-7 designation is most in character with the proposed development for the property, which is similar in scale and character to the nearby industrial development along North Loop Drive, Americas Avenue, and I-10. The area has been experiencing a transition resulting from recent improvements to the nearby Ysleta Port of Entry and changing development patterns.

This case is related to application number PZRZ21-00006, which requests to rezone part of the subject area from R-F (Ranch-Farm) to C-4/c (Commercial/conditions).

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: Nearby properties with similar trade, distribution, and warehouse uses are designated G-7. There is an established residential community to the West, designated G-3 (Post-War). There are also surrounding farmland designated O-3 (Agriculture). Any development should be sensitive to these land uses and mitigate effects to the maximum extent possible. Land to the southeast lies within the City of Socorro and is zoned for Industrial and Commercial uses.

COMPLIANCE WITH *PLAN EL PASO* – When evaluating whether a proposed adjustment is in accordance with *Plan El Paso*, consider the following factors:	
Criteria	**Does the Request Comply?**
Future Land Use Map: Proposed Future Land Use designation for the property: **G-7 – Industrial:** This sector applies to industrial parks, large free-standing industrial uses, refineries, non-military airfields, trucking terminals, and mines, all on large tracts in areas dominated by vehicles. This sector is essential to El Paso's economy; however, when an industrial use becomes obsolete, there can be potential for mixed-use redevelopment of the site. This sector also includes the existing rail yards which could be redeveloped as mixed-use communities if the rail yards were moved out of town	*Plan El Paso* calls out the G-7 designation as appropriate for industrial parks and industrial uses, which is in keeping with the proposed uses. The associated rezoning to C-4 will ensure that any future proposed uses will remain compatible with the G-7 designation. The 2021 addendum lays out new guidance for the conversion of O-3, Agriculture designations into trade supportive uses when there is economic necessity.
Preferred Development Locations: Is the property in a "Compact Urban" area?	N/A

THE PROPOSED DESGINATION'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small area plans, including land-use maps in those plans.	N/A
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested change.	Development of the subject property will bring higher intensity uses into close proximity with existing residential and agricultural uses.
Natural Environment: Anticipated effects on the natural environment.	The subject property is currently inactive farmland. The existing irrigation canals and drainage laterals will be buffered from development.
Stability: Whether the area is stable or in transition.	As referenced in the 2021 *Plan El Paso* addendum, the surrounding area is in transition from farmland to trade supportive uses.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing designation no longer suitable for the property.	The subject property has been sold to serve as an expansion of the trucking operations to the North and

COMPLIANCE WITH *PLAN EL PASO* – When evaluating whether a proposed adjustment is in accordance with *Plan El Paso*, consider the following factors:	
	therefore the 'Agriculture' designation is no longer appropriate.

CITY PLAN COMMISSION OPTIONS:

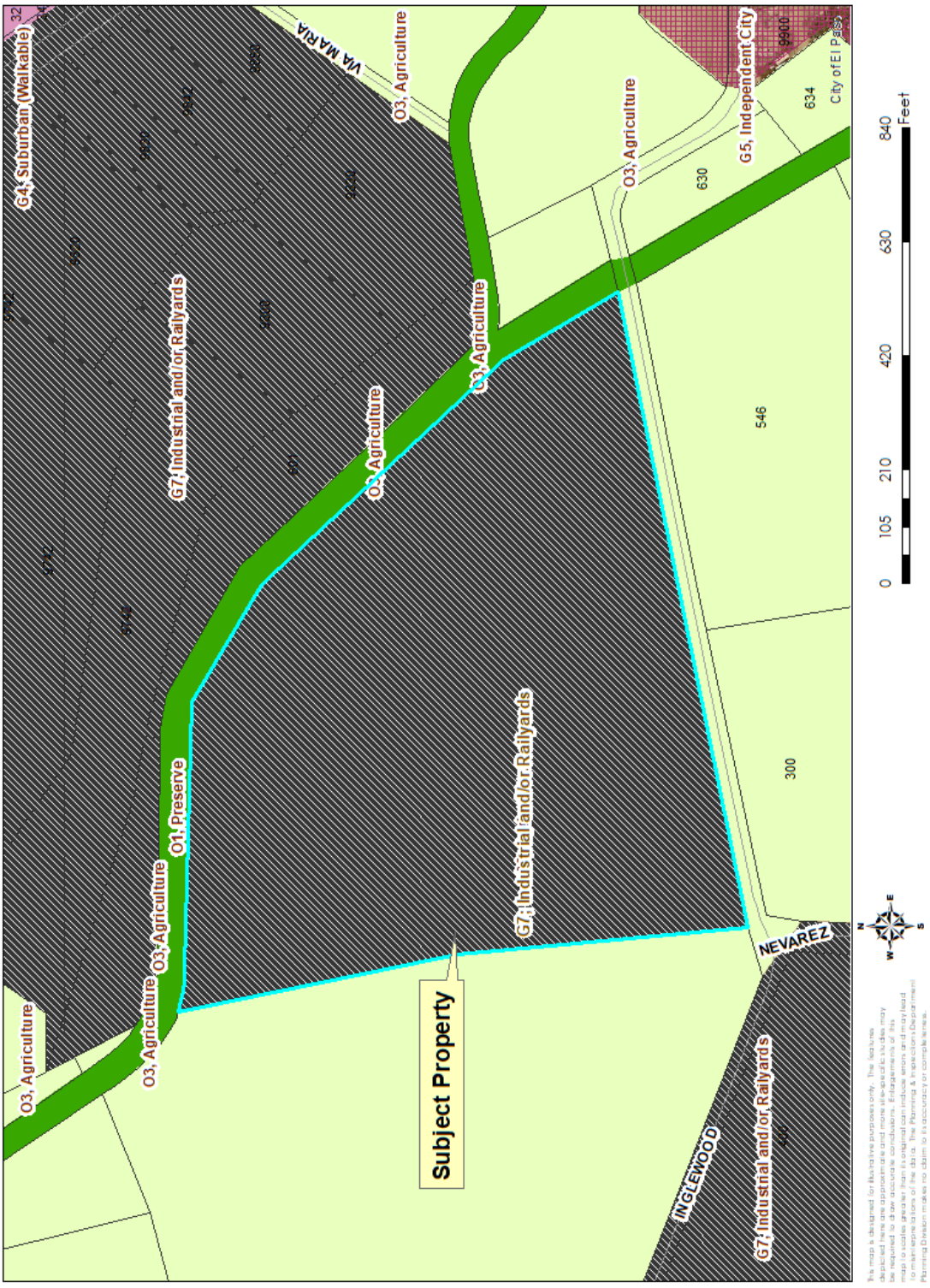
The City Plan Commission (CPC) has the authority to advise City Council on changes to the Comprehensive Plan. In evaluating the request, the CPC may take any of the following actions:

1. **Recommend Approval** of the request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
2. **Recommend Approval of the request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.
3. **Recommend Denial** of the request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

ATTACHMENTS:

1. Proposed Future Land Use Map

ATTACHMENT 1



ITEMS 44 and 45

Future Land Use Map Amendments

PLCP21-00001 and PLCP21-00002

Strategic Goal 3.

Promote the Visual Image of El Paso

Changing Conditions

- Current *Plan El Paso* guidance is to conserve as much agricultural land where feasible and active farming is occurring
- Recent changes weren't anticipated when the Comp Plan was adopted in 2012
  - Shift in market conditions
    - Properties no longer active farmland and currently lie fallow
    - Properties lost water and irrigation rights
  - Recent developments
    - Improvements to the Ysleta Port-of-Entry
      - Freight traffic shifted to this port from others in the City
    - Development in the area
      - Socorro developments
      - Amazon fulfillment center
- These facts require attention and ability to keep pace with changing market conditions
- This action will allow for a pathway to adapt to current trends

Proposed FLUM Change

O-3 Agriculture

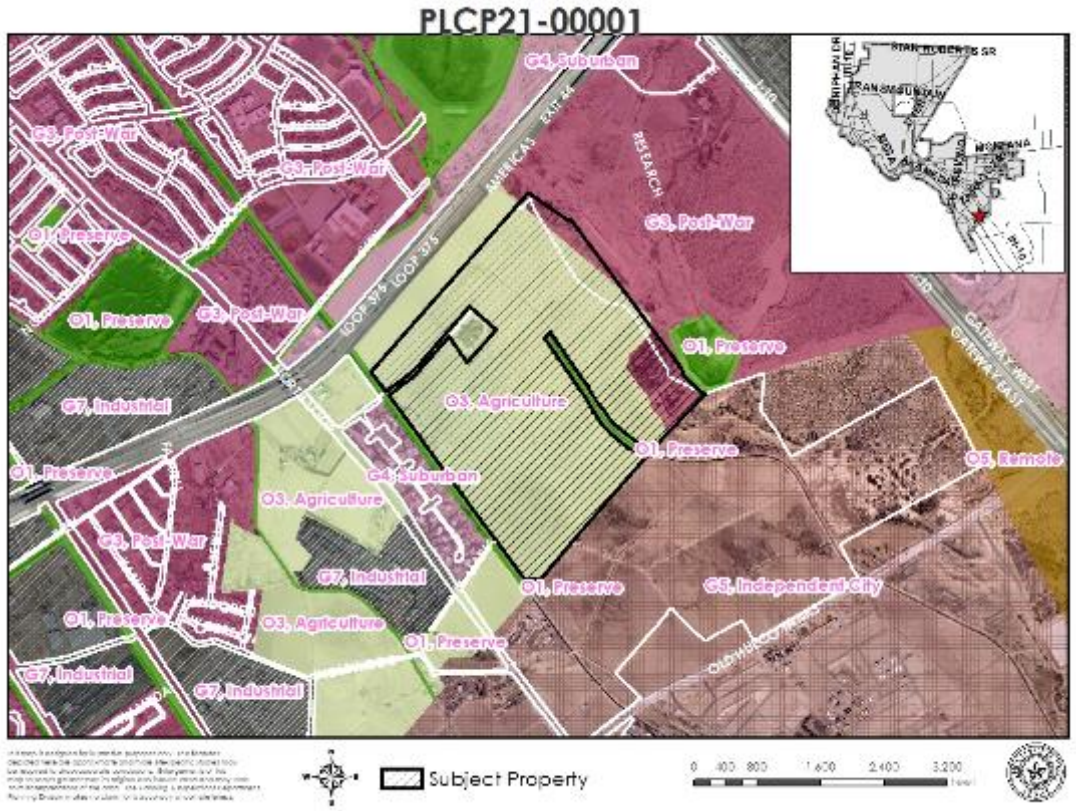
- Open Space sector:
  - Active farmland in the Rio Grande Valley.
  - When development rights have already been granted, development can be clustered into compact, complete, connected neighborhoods

G-7 Industrial

- Growth Sector:
  - Industrial parks, large free-standing industrial uses, refineries, non-military airfields, trucking terminals, and mines, all on large tracts in areas dominated by vehicles
  - When an industrial use becomes obsolete, there can be potential for mixed-use redevelopment of the site

PLCP21-00001: 9641 North Loop Dr. and 215 Sofia Pl.

Approx. 230 acres South of Loop 375 and East of North Loop



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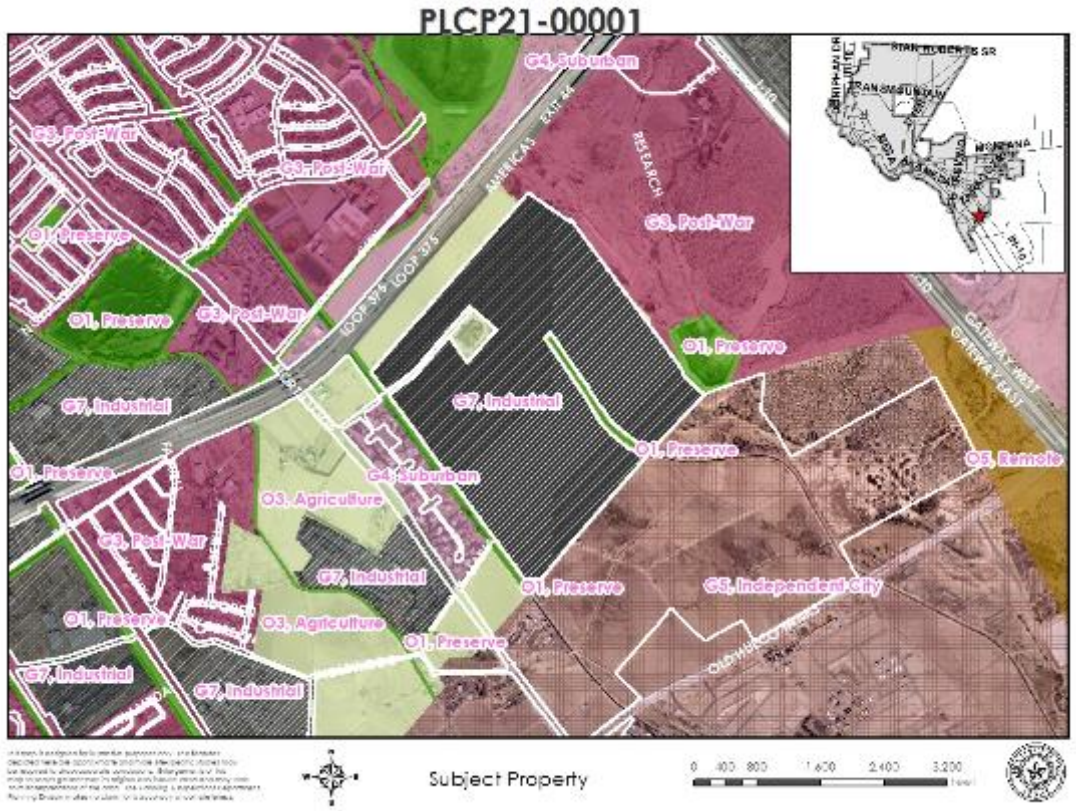
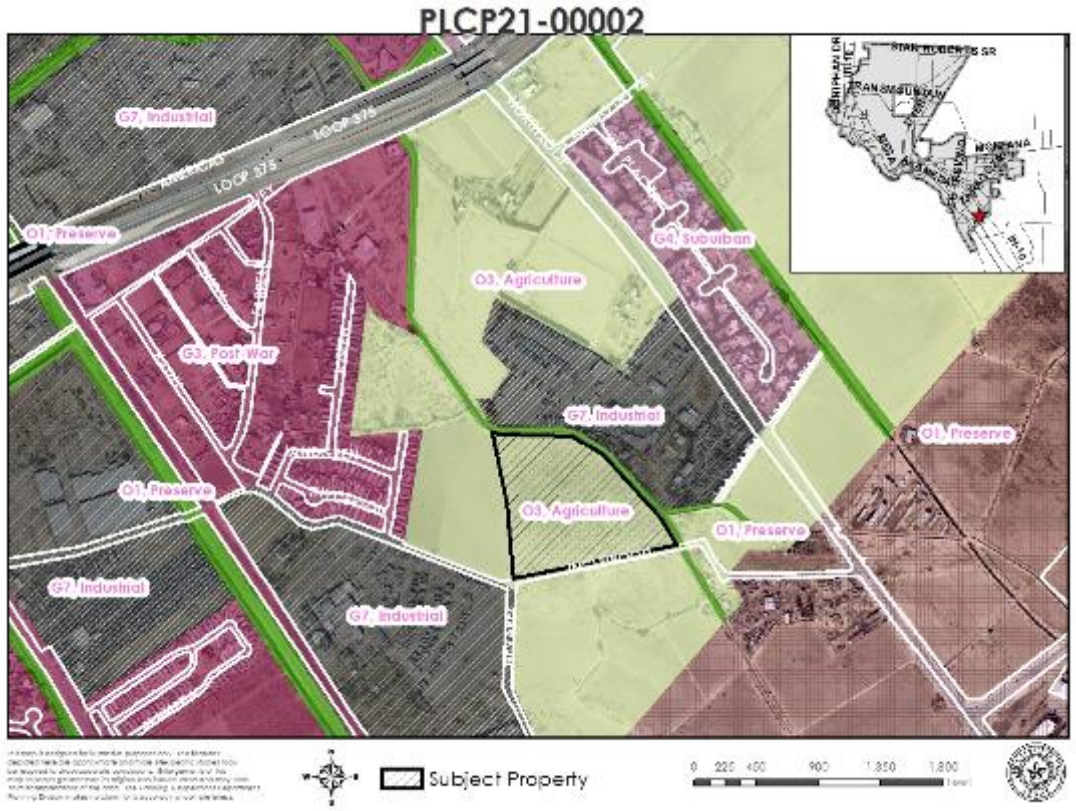


Proposed

PLCP21-00002: 551 Inglewood

Approx. 20 acres South of Loop 375 and West of North Loop



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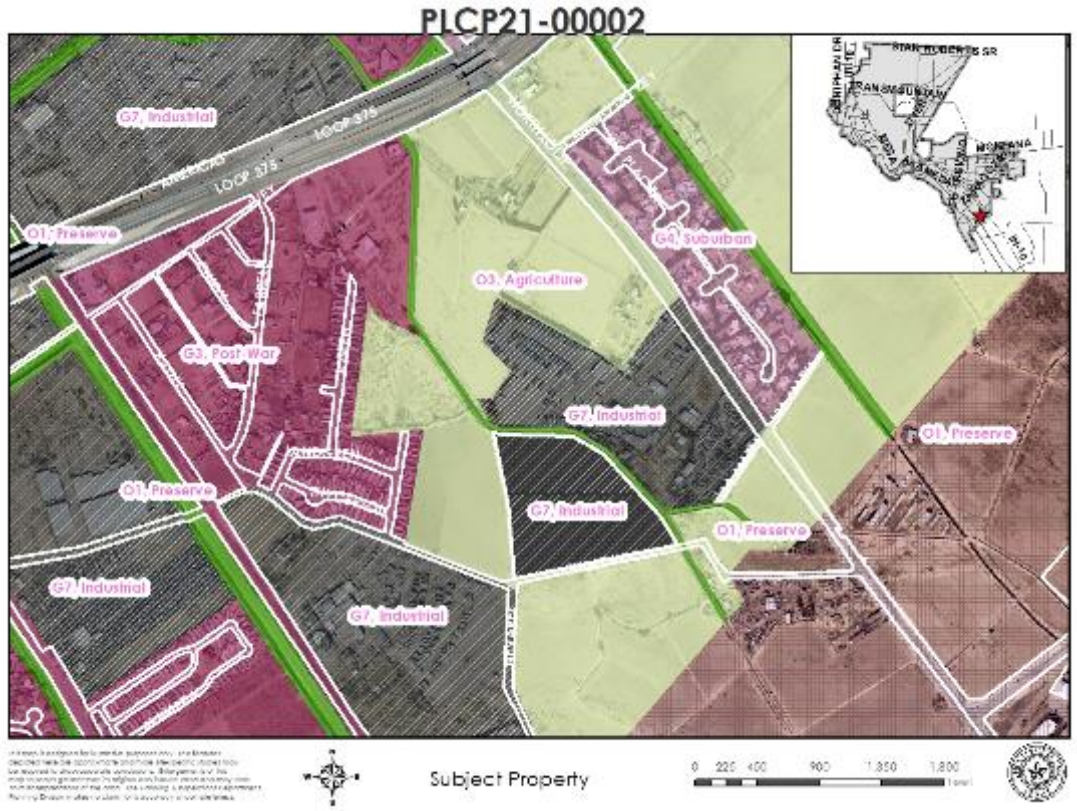

Proposed

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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

File #: 21-942, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

Public Hearing on the Proposed Budget, as amended, for the City of El Paso, filed by the City Manager with the City Clerk on July 15, 2021, which begins on September 1, 2021 and ends on August 31, 2022.

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

DEPARTMENT: **City Manager - Office of Management & Budget**

AGENDA DATE: **August 17, 2021**

CONTACT PERSON/PHONE: **K. Nicole Cote, Director of OMB, (915) 212-1092**

DISTRICT(S) AFFECTED: **All**

SUBJECT:

Public Hearing on the Proposed Budget, as amended, for the City of El Paso, filed by the City Manager with the City Clerk on July 15, 2021, which begins on September 1, 2021 and ends on August 31, 2022.

BACKGROUND / DISCUSSION:

Public hearing is in accordance with section 7.3B of the City Charter. Budget session occurred on July 6, 2021. Notice of this Public Hearing on the Proposed Budget was printed in the El Paso Times and El Diario on August 3, 2021.

PRIOR COUNCIL ACTION:

Yes, the FY 2021 Annual Budget for the City of El Paso was adopted by Resolution on August 18, 2020.

AMOUNT AND SOURCE OF FUNDING:
N/A

BOARD / COMMISSION ACTION:
N/A

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

DEPARTMENT HEAD: _____ **DATE:** 8/10/2021

CITY OF EL PASO
FISCAL YEAR 2022 BUDGET RESOLUTION

WHEREAS, on July 15, 2021, the City Manager of the City of El Paso filed the Fiscal Year 2022 ("FY 2022") Proposed Budget of the City of El Paso with the City Clerk; and

WHEREAS, the Proposed Budget was made available for the inspection by any person and was posted on the City's website in accordance with Section 102.005 of the Texas Local Government Code; and

WHEREAS, on August 3, 2021, the City Clerk published notice in the El Paso Times and El Diarío, newspapers of general circulation in the county in which the City of El Paso is located,of a public hearing regarding the City of El Paso FY 2022 Budget Resolution, in accordance with the Charter of the City of El Paso and Section 102.0065(a) of the Texas Local Government Code;and

WHEREAS, said public hearing was held on August 17, 2021, by the City Council regarding the City of El Paso's Proposed Budget at which all interested persons were given the right to be present and participate; and

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

1. That the Proposed Budget for the City of El Paso filed by the City Manager with the City Clerk on July 15, 2021, is hereby approved and adopted by the City Council as the Annual Budget for the FY 2022, which begins on September 1, 2021 and ends on August 31, 2022.

2. The City Manager or his/her designee is hereby authorized to appropriate the reserve amount as part of City Attorney's appropriation for external legal counsel, claims, and litigation expenses.

3. That the budget for confiscated funds shall be provided by the Chief of Police and submitted to the City Manager or his/her designee by January 31, 2022 with a financial report showing all appropriations for FY 2022 for all confiscated or condemned monies in a format approved by the City Manager or his/her designee.

4. That the City shall not enter into any agreement requiring the expenditure of moniesif such agreement shall extend beyond the current Fiscal Year without the approval of the City Council or the City Manager. In such cases where the City Manager approves the expenditure, he/she is hereby authorized to obligate and/or encumber City funding to pay the City's expenses, which shall also constitute the approval of City Council for the expenditure of monies extending beyond the current Fiscal Year, as may be required by Texas law.

5. That Department Heads or their designees are hereby authorized to request budget transfers not to exceed $50,000; provided that each transfer is within the same department. Budget transfers exceeding $50,000 that are within the same department may be approved by the

City Manager or his/her designee. A budget transfer for personal services appropriations, capital acquisition appropriations or impacting revenue accounts requires the approval of the City Manager or his/her designee.

6. That the City Manager or his/her designee is hereby authorized to make budget transfers between departments and/or non-enterprise funds or reprogram funds within an enterprise department, not to exceed $100,000, to the extent permitted by law. Budget transfers between departments and/or non-enterprise department funds exceeding $100,000 shall require City Council approval.

7. That a budget transfer must be approved prior to the occurrence of the expenditure, except for emergency expenditures when approved by the City Manager or his/her designee and ratified by the City Council.

8. That the City Manager or his/her designee is hereby authorized to increase or decrease the budget for any capital projects within a Capital Improvement Program (CIP) approved by the City Council, provided that the change of a project's budget of more than $1,000,000 requires additional Council approval. No project budget may be reduced to zero or deleted unless the project has been completed. Expenditures must be in compliance with applicable laws and policies and a quarterly report must be provided to Council on the budgets for capital projects that the City Manager or his/her designee has established, amended or deleted.

9. That the City Manager or his/her designee is hereby authorized to add to an existing Capital Improvement Program (CIP). Addition of a project to an approved Capital Improvement Program (CIP) must meet the purpose of the proceeds from which the original CIP was funded and the addition of such project(s) cannot exceed more than $500,000 without City Council authorization. Expenditures must be in compliance with applicable laws and policies and a quarterly report must be provided to Council on the budgets for capital projects that the City Manager or his/her designee has established or added.

10. That the City Manager or his/her designee is hereby authorized to receive funds associated with Texas Department of Transportation (TXDOT) reimbursements to the City and appropriate the funds to TXDOT project matches awarded through the Metropolitan Planning Organization provided the projects are included in an existing Capital Improvement Program.

11. That the City Manager or his/her designee is hereby authorized to receive funds associated with El Paso Water Utilities (EPWU) reimbursements to the City and appropriate the funds to authorized street projects, park ponds or other designated city projects.

12. That any budget transfer submitted to City Council shall be accompanied by an explanation from the department and a recommendation from the City Manager or his/her designee. The department's explanation must be sufficiently clear and provide adequate detail for the members of City Council to determine the need for the transfer.

13. That the City Manager or his/her designee is hereby authorized to establish or amend budgets and staffing table changes for Interlocal Agreements, grants, and similar awards when the Interlocal Agreement or applications for such grants and awards have been previously approved by the City Council or the City Manager. All Interlocal Agreements or grant applications requiring City Council approval shall be prepared in accordance with established procedures. The agenda item shall clearly state (i) the funding source for Interlocal Agreements or (ii) the type and amount of the required City match and the funding source of the grant match. The City Manager or his/her designee is hereby authorized to make such budget transfers and staffing table changes as are needed to close completed Interlocal Agreements, grants, and capital projects.

14. That the City Manager or his/her designee is hereby authorized to accept and appropriate funds associated with donations made to the City in an amount not to exceed $50,000.

15. That the City Manager or his/her designee is authorized to issue, without further City Council action, purchase orders against any contract offered through the Cooperative Purchasing Network, the Houston-Galveston Area Council (H-GAC) Cooperative Purchasing Program, the Texas Association of School Boards, Inc. (TASB, Inc.) Cooperative Purchasing Buy Board, the ESC-Region 19 Cooperative Purchasing Program, the Harris County Department of Education Cooperative Purchasing Program, Tarrant County CooperativePurchasing Program, Texas Procurement and Supportive Services (TPASS), Texas Multiple Award Schedule (TMAS and TXSmartBuy), State of Texas Department of Information Resources (DIR), OMNIA Partners, Technology Bidding and Purchasing Program (PEPPM), U.S. General Services Administration (GSA), National Intergovernmental Purchasing AllianceCompany dba OMNIA Partners, Region 8 Education Service Center, International Purchasing System Program, Division of Purchases and Supply (DPS), a business unit of the Department of General Services for the Commonwealth of Virginia and any other cooperative purchasing program authorized by the City Council. The City Manager or his/her designee has the authority to sign any and all agreements related to purchases pursuant to this paragraph to effectuate the purchase.

16. That the City Manager or his/her designee is authorized to issue, without further City Council action, purchase orders against any cooperative contract through the electronic catalog maintained /Equal Level. The purchase of vehicles, trucks and/or fire apparatus/pumpers shall be expressly prohibited from being sourced through the e-catalog.

17. That restricted fund(s) shall be expended only for those purposes for which each restricted fund was established.

18. That all monies in all funds, except for grant funds, budgeted for the City's contribution to the Employee's Health Benefit Program, Worker's Compensation, and Unemployment Funds be appropriately deposited into the respective fund by the City Chief Financial Officer or the City Manager's Designee before the closing of the Fiscal Year, and in accordance with procedures established by the City Manager or his/her designee.

19. That the City Manager or his/her designee is hereby authorized to issue, without further City Council action, purchase orders for annualized insurance coverage in accordance with the amount of funding established for such coverage in FY 2022 budget when the award of such contracts or Interlocal Agreements for coverage has been previously approved by Council.

20. That the City shall calculate monthly deduction, premium, and/or fee for health, dental, vision, life, and disability coverage during the current coverage month effective January 1, 2022. If the coverage effective date for enrollment/change falls on or before the 15th of themonth, a full deduction, premium, and/or fee is processed; if the effective date falls after the 15th of the month, no deduction, premium, and/or fee is processed for that month. If the coverage termination date falls on or before the 15th of the month, no deduction, premium, and/or fee is processed; if the termination date falls after the 15th of the month, a full deduction,premium, and/or fee is processed for the month.

21. That the City Manager is authorized to approve an equity increase for the non-uniformed employees based on their salary in the current position as of September 1, 2021, the increase will be based on the number of years in the current position within their pay grade. The employee must work as a city employee in their current position for a period of a least six months prior to September 1, 2021. This increase will be effective for the pay period starting September 26, 2021 for all employees in an active status as of this date. Provisions of this section are subject to the availability of funds and other management factors as determined by the City Manager.

22. That the City Manager is authorized to approve a non-uniformed employees pay increase for FY 2022 as follows: Employee's annual increase shall be in that amount that will place the employee in the rate within their pay grade that most closely approximates a one and one half percent (1.5%) increase, the employee must work as a city employee for a period of a least six months prior to September 1, 2021. This increase will be effective for the pay period starting September 26, 2021 for all employees in active status as of this date. Provisions of this section are subject to the availability of funds and other management factors as determined by the City Manager. Nothing in this section authorizes the payment of the base salary that exceeds the maximum of an employees' salary range.

23. Employees at the maximum of the pay range for their current position will receive a one-time lump sum payment in an amount not to exceed an additional one and one half percent (1.5%) of the maximum of their range. Employees whose one and one half percent (1.5%) increase will exceed the maximum of their pay range will be increased to the maximum of the pay range, the difference beyond the maximum range, as a result of the one and one half percent (1.5%) increase, will be given in a one-time lump sum payment. The total increase is not to exceed one and one-half of their annual salary prior to the increase.

24. That any employee pay increases for non-uniformed employees shall be given on the date or dates established by the City Manager based on the availability of funding for such purposes in FY 2022. No employee pay increases shall be paid retroactively to an anniversary date or date of a performance evaluation. Any increases for certification pay established in Ordinance 8064, as amended, or by resolution pursuant to the Ordinance as may be appropriate, may be given by the City Manager in the manner provided for in or by the Ordinance to the eligible employee classifications set forth in **Schedule B-1**.

25. That for purposes of recognizing the service time of an employee (classified, unclassified and/or contract) other than uniformed employees covered under collective bargaining agreements an amount that most closely approximates a one and one half percent (1.5%) increase will be added to the base pay of each employee on the anniversary date of five (5) years of service, two percent (2%) on the anniversary date of ten (10) years of service, two percent (2%) on the anniversary date of fifteen (15) years of service, and two and one half percent (2.5%) on the anniversary date of twenty (20) years of service and for any other five year incremental period on or beyond twenty-five (25) years of service accrued by an employee.

26. That all performance-based and goal-based increases and/or one-time payments shall be subject to the availability of funds and expended as determined or authorized by the City Manager or his/her designee, except for such increases and/or payments that are otherwise governed by an employment contract.

27. That the City Manager be authorized to establish employee incentive program(s), subject to the availability of funds, and approve such administrative policies and procedures necessary for the inception and implementation of such programs:

(a) the wellness program in the City's health benefit plan for the amount established in each fiscal year's budget in an amount not to exceed $150 per employee each month during the fiscal year, in accordance with the City Manager's administrative policy and shall include a component that allows City employees to earn up to one wellness day off annually (as designated in the administrative policy); and

(b) employees whose job specifications require a commercial driver's license or whose work includes the tracking of specific safety criteria to be eligible for a payment not to exceed $350 per employee each year based on the employee's accident-free driving recordor established safety criteria for a period (i.e. quarterly, semi-annually, etc.) to be established in administrative policy and payable in increments based on such periods; and

(c) employees whose job specifications requires or may require a commercial driver's licenses may be eligible for additional pay of $90 per pay period, provided that the employee must be in active status, their CDL in good standing, and otherwise in conformity with approved administrative CDL retention policies; and

(d) non-executive level employees will receive incentive pay of 10% of base salary while employed with the Office of the Comptroller (OTC). This incentive is only effective during their employment at OTC and otherwise in conformity with approved administrative OTC incentive pay policies; and

(e) one-time payments in an amount not to exceed $100 (and any taxes due) for each employee who is assigned additional duties in serving on a Lean Six Sigma team; and

(f) monthly payments in an amount not to exceed $300 per month for each employee during the period in which each is assigned additional duties as strategic plan mentor leaders; and

(g) for perfect attendance in a 6 month period established by administrative policy, cash payment of $50 and the option to convert 8 hours of sick leave for personal business, as set forth in the administrative policy; and

(h) monthly payments prorated in an amount not to exceed 3% of current annual salary for each employee who is assigned additional responsibilities for completion of major project whose scope has broad citywide application.

28. That Appendix A, as required to be maintained by the Human Resources Director and approved by the City Council by the Classification and Compensation Plan, Ordinance 8064, as amended, shall be as established as set forth in **Schedule D**, for such time until the Council, byresolution and as provided in Ordinance 8064, should amend or further revise.

29. That the City Manager is hereby authorized to annually adopt a Tuition Assistance Policy, which provides for tuition assistance to qualified employees in accordance with the amount of funding established for such a program. Such policy may be amended as deemed necessary by the City Manager.

30. That based on the availability of funds, the City Manager is authorized to expend no more than $100,000 from the budget to establish and implement an on-the-spot rewards programto provide small monetary awards (face value up to $100) to recognize immediately extraordinaryacts, accomplishments or contributions that are above and beyond the typical duties of the rewarded employee. On-the-spot rewards are not in lieu of merit increases or other salary increasesbased on sustained high quality employee performance.

31. That the City Manager or his/her designee is hereby authorized to accept and appropriate funds from the El Paso Museum of Art Foundation in an amount not to exceed $25,000 for the purpose of augmenting the Art Museum Director's annual salary from the City.

32. That the business days of the City shall be Monday through Friday, excluding city observed holidays, except during such time periods in which the City Council has established a 4-10 work week for more than fifty percent (50%) of the employees assigned to work at City Hall or other facilities with administrative functions designated by the City Manager, the business days of the City shall be Monday, Tuesday, Wednesday and Thursday.

33. That the hotel occupancy taxes collected by the City shall be used by El Paso Convention and Performing Arts Center (Destination El Paso) and the Department of Museums and Cultural Affairs to fund their respective operations in accordance with El Paso City Code and State law. The functions of the Plaza Theater, McKelligon Canyon shall be included with the functions of El Paso Convention and Performing Arts Center (Destination El Paso). Expenditures from said fund shall be made in accordance with their respective adopted budgets.

34. That the special additional hotel occupancy tax collected and deposited into the Venue Project Fund (as well as other amounts contained in such fund) shall be used by the City to pay its obligations under the Master Lease Agreement Relating to the Downtown Ballpark Venue Project between the City and the City of El Paso Downtown Development Corporation or other ballpark costs and such funds are appropriated accordingly.

35. That any travel expenditure for a City Council member that exceeds the FY 2022 City Council member's budget, including discretionary funds for the City Council Member's district, must be approved by the City Council and a funding source shall be identified by the City Council.

36. That City Council members must notify the City Manager or his/her designee of any expenditure from budgeted City Council Special Projects or Discretionary Accounts, so that City staff can maintain a current balance of the individual City Council Member's year-to-date expenditure for said accounts. Prior to the use of a P-Card for a proposed expenditure, City Councilmembers should identify the municipal purpose of the expenditure and the proposed expenditure should be reviewed and authorized by the City Manager or his/her designee in writing, or authorized by the City Council when required, prior to the expenditure. The City Manager or his/her designee shall implement similar appropriate processes when utilizing discretionary funds through any other procurement or a reimbursement process.

37. That all obligations for the payment of money by City departments and agencies, including grantees, shall be made in accordance with procedures established by the City Manager or his/her designee.

38. That no employee or elected official shall incur an obligation for capital, supplies, wages, or otherwise, unless an adequate appropriation has been made in the budget to meet the obligation and said obligation has been incurred in accordance with the accounting, legal, budgetary, purchasing, and Human Resources policies and procedures of the City.

39. That the Full-Time Equivalent (FTE) positions funded by the FY 2022 Budget, and those listed in the Authorized Staffing Table, shall constitute the authorized FTE positions foreach department. Requests for changes and additions shall be approved by the City Manager and his/her designee and shall show the impact on the FY 2022 Budget and the estimated impact on expenditures for FY 2023.

40. That any non-vacant classified employee position which is identified for abolishment upon adoption of the FY 2022 Budget, shall be funded until the earlier of October 14, 2021 or sufficient time for the Human Resources Department to carry out the provisions of the City Charter related to lay-offs.

41. That the City Manager is hereby authorized to transfer any amount in the Salary Reserve appropriation, personal services appropriations, contingency appropriations, capital acquisition appropriations between departments within the General Fund or an Enterprise Fund (to the extent permitted by law), whether it is non-uniformed or uniformed salary expense, or capital expense, as necessary in connection with closing the FY 2022.

42. That based on the availability of funds the City Manager or his/her designee shall transfer on a monthly basis $12,500 from the cash balance of the Bridge Operations Fund to the Bridge Maintenance Fund; transfer on an annual basis revenues derived from ground lease franchises, not to exceed $91,782 from the Bridge Operations Fund to the Bridge Maintenance Fund. Any remaining balance shall be transferred to the General Fund, except for the $25,000 Unreserved Balance and any required cash, which must be maintained pursuant to any bridge revenue bond covenants or other debt financing.

43. That all non-expended appropriations in the General Fund and Enterprise Fund shall lapse at the end of FY 2022, unless reviewed and approved not to lapse by the City Manager or his/her designee.

44. That within forty-five (45) working days after the close of each fiscal quarter, the City Manager or his/her designee shall provide a quarterly report to City Council regarding the status and year-end projection of the budget.

45. That the City shall charge the maximum allowable interest rate and impose the maximum allowable penalty pursuant to State or Federal laws, on any amounts past due to the City. Any amounts that are one hundred twenty (120) days past due will be reported to the Credit Bureau, in accordance with State and Federal law, and will be turned over to the City Attorney or a collection agency for collection or the proper disposition.

46. That the annual parking meter revenue in account number 440200 (Parking Meter Revenue) may be allocated on a monthly basis to a restricted account called Plaza Theater Sinking Fund in the Debt Service Fund to satisfy debt requirements for the fiscal year, that the City Manager or his/her designee be authorized to appropriate additional funding from this account for the replacement of parking meters upon approval of the City Manager of a meter replacement program based on availability of funds in this account, and that all funds exceeding the debt service requirement and meter replacement capital requirements for the fiscal year be deposited to the General Fund.

47. That monies that the City receives from licenses, fees, fines, and other charges for services shall be analyzed to determine if the City is recovering the cost of providing such services. Recommendations shall be made to the City Manager or his/her designee for any

revisions to licenses, fees, fines and other charges.

48. That appropriation control for expenditures shall be at the Object Level.

49. That expenditures shall be in accordance with the City of El Paso – Strategic Plan.

50. That **Schedule A** amends revenues and appropriations to the City Manager's filed budget; **Schedule B** amends staffing tables to the City Manager's filed budget and Schedule **B-1** sets forth the employee classifications eligible for certification pay; **Schedule C** sets forth fees and formulas for calculating certain fees that are to be charged by the City for the goods and services it provides; **Schedule D** contains Appendix A, as referenced by the Classificationand Compensation Plan, Ordinance 8064, as amended; and **Schedule E** sets forth the list of and approved budget for annualized computer software and hardware which may be purchasedas a sole source; and **Schedule F** is the 2021 Tax Rate Calculation Worksheet included in accordance with Texas Tax Code Chapter 26. For any programs, activities, presentations, classes or services that have a fee range listed within Schedule C, the department head shall determine and charge a fee within the stated range for each particular activity, presentation, class or service in the amount that will recover the City's costs, as reviewed and approved by the City Manager or his/her designee. Any revisions or additions to the fees listed in Schedule C, or the process or formula used for setting fees, shall be approved by simple resolution of the City Council.

51. That the City Manager or his/her designee is authorized to determine when it is practicable for the City to accept payments by credit card of a fee, fine, court cost or other charge in accordance with City Ordinance No. 15051. Service charges added to the payment shall be in conformity with state statutory requirements and will be in such amount(s) as listedin Schedule C, provided that in the event that bank charges imposed on the City relating to credit card acceptance increase during the fiscal year, the City Manager is authorized to increase the service charge amount(s), so as to cover the City's increased costs.

52. That the Department of Aviation shall be authorized to collect a daily rental fee forspace in their cargo buildings and daily terminal fees as set forth in Schedule C., and the department shall collect the fees authorized in prior resolutions of the City Council for hangars, tie-downs, storage, heavy aircraft parking and for public parking at the Airport in the amountsas set forth in Schedule C attached hereto and that Schedule C shall be the controlling resolutionfor the establishment of the specific amounts of these fees.

53. That the Department of Aviation's Foreign Trade Zone is authorized to collect feesto recover costs, as set forth in Schedule C, relating to duties in connection with (a) Blanket Admission – 214; (b) Direct Delivery Admission, Subsequent 214; (c) Application Fee, Subzone; (d) Application Fee, New General Purpose Site (Minor Boundary Modification); (e) Application Fee, Expansion Site (Magnet); and (f) Alteration Request. The Department of Aviation's Foreign Trade Zone is also authorized to collect fees based on other changes as outlined in the Schedule C.

54. That in addition to City created programs, activities, presentations, classes ("City programs") and City produced or supported publications that are offered to the public in conjunction with the missions of the various departments for which the fees are separately established in Schedule C, the City Council authorizes City department directors to create and offer new City programs and publications, on a trial or temporary basis, as may be of benefit to the public and as the directors may deem appropriate and within his/her department's capacity for providing new City programs or publications. The fee for participation in each such new City program or the cost to obtain such a publication shall be established in an amountthat will recover the City's costs to present each such City Program or provide the publication,as reviewed and approved by the City Manager or his/her designee. The City Manager or his/her designee shall maintain a list of all fees approved pursuant to this paragraph, which shall be made available to the public.

55. That the City Council sets the level of City funding support to persons and organizations seeking such support for parades that fulfill a public purpose in accordance with the process, criteria and other provisions of Section 13.36.050 E of the City Code, in an amount not to exceed $175,000, and that the City Manager is authorized to equitably allocate such funding among the qualified applicants and sign funding agreements with such applicants.

56. That the City Council sets the maximum level of funding for the Parks and Recreation Department's needs assessment scholarship program, as may be established by ordinance, in the amount of $200,000, with a maximum benefit per child of $150, for FY 2022. Receipt of scholarship funds for the Club Rec Program does not count towards the $150 maximum per child limit.

57. That the City Council authorizes the conduct of the Holiday Parade and Tree Lighting as a program event within the Parks and Recreation Department; authorizes funding for the event as established within the City's adopted budget; authorizes the City Manager to determine and approve participation in the event by other City departments and personnel; and authorizes the Parks and Recreation Department to charge the entry fee as set forth in Schedule C to non-City persons and organizations who submit entries in the parade.

58. That the City Manager is authorized to revise appropriate budgets within departments to provide for changes of functions and reorganization of departments approved by City Council, to include the transfer of functions, duties and related budgets between departments.

59. That the Director of Aviation be authorized to establish a Premium Parking program, as approved by the City Manager, at the airport for public parking at the premium fees set forth in Schedule C, which will allow parking spaces to be reserved in advance by members of the general public.

60. That the Director of Aviation be authorized to establish a program, as approved bythe City Manager, at the airport whereby the Director or his/her designee may provide gratis airport parking passes as appropriate for the promotion of the airport as the premier gateway for

air transportation for the El Paso region. The total value of all gratis parking passes provided under this program during FY 2022 shall not exceed $2,000.

61. That the Director of Aviation be authorized to collect fees to recover costs for workcompleted by El Paso International Airport on behalf of airport tenants in the amounts set forthin Schedule C.

62. The Department of Aviation is authorized to collect fees to recover costs, as set forth in Schedule C, relating to duties in connection with (a) conduct of criminal history back ground checks; (b) SIDA Badge issuance; (c) AOA Badge issuance; (d) AOA Badge renewal; (e) SIDA/Sterile area badge renewal; and (f) Reimbursement for Lost Not Returned Badges as listed on Schedule C.

63. That the environmental service franchise fee will be used to support the General Fund expenditures of the Streets and Maintenance department.

64. That the Department of Environmental Services is authorized to collect fee to recover costs, as set forth in Schedule C, related to safety articles sold upon request to members of the public accessing the Greater El Paso Landfill.

65. That the Department of Animal Services is authorized to collect fees to recover costs as set forth in Schedule C, related to the veterinary services provided at the City's spay and neuter clinic, for services provided at the clinic and shelter relating to the health and safety of animals, and for those services that are provided to the animal while at its facilities in order to bring the animal into compliance with the El Paso City Code's requirements. The Director of Animal Services is authorized to waive or reduce animal services fees in Schedule C, when appropriate and in line with their mission.

66. That the Department of Environmental Services is authorized to provide mulch/compost at the Citizen Collection Stations and at the Greater El Paso Landfill at no cost to citizens or commercial customers that pick up the mulch/compost and may collect a delivery fee from commercial customers requesting delivery, since the recycling of trees and other yardwaste used to generate mulch/compost serves a health and public safety purpose because materials are diverted from the City's landfills and the useful life of the landfills is extended.

67. That the City Manager or his/her designee be authorized to negotiate, award and enter into agreements and other documents on behalf of the City for the annualized computer licenses and maintenance of software and hardware specified in **Schedule E**, and any software or hardware that are available only from one source pursuant to applicable laws, in amounts not to exceed the amounts in the FY 2022 approved budget and set forth in **Schedule E**; provided, however, that all such agreements are in compliance with law and shall be approved as to form by the City Attorney.

68. That the City Council will allow the Public Service Board and the El Paso Water Utilities to use fire hydrants in conjunction with requiring developer dedications or payments for the costs of fire hydrants and together with the value of the use of City right-of-way in

conjunction with system operation and functions by the Public Service Board and the El Paso Water Utilities, they are in exchange for all charges and costs owed by the City for water used by the City for firefighting purposes, and this provision supersedes all prior resolutions of the City Council regarding this matter.

69. That any non-expended funds in the General Fund appropriations allocated to each City Council representative at the end of FY 2022 shall be allocated to the discretionary fund of each respective City Council representative in FY 2022.

A City Council member shall not expend funds from their discretionary accounts during the Lame Duck period, which is the time period from the date of any City election until inauguration of those elected.

70. That the City Manager is authorized to establish or amend the budget for the Parkland dedication fees special fund for FY 2022, provided that such funds are committed and used in compliance with applicable city ordinances.

71. That the City Manager may appropriate up to $500,000 from the Fleet Internal Service Fund reserves for the Streets and Maintenance Department purchase of fuel and inventory items for the city fleet.

72. That the franchise fee paid by the El Paso Water Utilities in the amount not to exceed $6,550,000.00 ("PSB Infrastructure Franchise Fee"), which compensates the City of El Paso for the use of city streets and rights of way for utility lines and wear and tear on City streets, will be allocated as follows: up to $3,000,000.00 will be allocated to street maintenance and the remaining PSB Infrastructure Franchise Fee funds to the General Fund.

73. That the City Manager or his/her designee shall immediately file, or cause to be filed a true copy of the FY 2022 Budget and a copy of this Resolution in the offices of the City Clerk and the County Clerk of El Paso, and post the same on the City's website.

[*SIGNATURES BEGIN ON THE FOLLOWING PAGE*]

PASSED AND APPROVED this_____day of August 2021.

CITY OF EL PASO:

ATTEST:

Oscar Leeser
Mayor

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

K. Nicole Cote, Director
Office of Management & Budget

SCHEDULE A
REVENUES AND EXPENDITURES
CHANGES TO THE PROPOSED BUDGET FY 2022

Beginning Proposed All Funds Revenues/Expenditures **1,064,492,204**

Beginning Proposed General Fund Revenue 473,218,145

Department	Division	Account	Account Description	Increase / (Decrease)
Non-Departmental	99999	401010	Real Property Tax Collections	3,012,718

Total Revisions to the General Fund Revenue 3,012,718

Total Revised General Fund Revenue **476,230,863**

Beginning Proposed General Fund Expenditures 473,218,145

Department	Division	Account	Account Description	Inc / (Decrease)
Streets and Maintenance	31130	570000	Interfund Transfers (Uses)	(1,626,241)
	32040	570000	Interfund Transfers (Uses)	500,000
	32120	570000	Interfund Transfers (Uses)	4,138,959

Total Revisions to the General Fund Expenditures 3,012,718

Total Revised General Fund Expenditures **476,230,863**

Beginning Proposed Non-General Fund Revenue 591,274,058

Department	Division	Account	Account Description	Inc / (Decrease)
Economic Development	48050	401010	Real Property Tax Collections	(684,070)
Non-Departmental	99952	470000	Interfund Transfers (Sources)	(314,320)
	99953	470000	Interfund Transfers (Sources)	(927,576)
	99971	470000	Interfund Transfers (Sources)	(443,490)
	99973	460240	County Participation	(125,930)
	99973	470000	Interfund Transfers (Sources)	(2,129,785)
	99999	401010	Real Property Tax Collections	(2,231,812)
	99960	401010	Real Property Tax Collections	454,451
	99960	470020	Fund Balance Transfers (Source)	(454,451)
Streets and Maintenance	32040	470000	Interfund Transfers (Sources)	500,000
	32120	470000	Interfund Transfers (Sources)	6,327,889

Total Revisions to the Non-General Fund Revenue (29,093)

Total Revised Non-General Fund Revenue 591,244,965

Total Revised All Funds Revenue **1,067,475,828**

Beginning Proposed Non-General Fund Expenditures 591,274,058

Department	Division	Account	Account Description	Inc / (Decrease)
Streets and Maintenance	32040	580280	Project Consulting	500,000
	32120	522270	Public Accesses Maint Contract	6,327,889
Economic Development	48050	570000	Interfund Transfers (Uses)	(684,070)
Non-Departmental	99952	553000	Interest Expense	(3,890)
	99952	554110	Principal Payment Expense	(310,430)
	99953	553000	Interest Expense	(64,700)
	99953	554110	Principal Payment Expense	(862,876)
	99971	553000	Interest Expense	(7,006)
	99971	554110	Principal Payment Expense	(436,484)
	99973	553000	Interest Expense	(98,603)
	99973	554110	Principal Payment Expense	(2,157,111)
	99999	522170	Interlocal Agreements	(6,517)
	99999	570020	Fund Balance Transfers (Uses)	(2,225,295)

Total Revisions to the Non-General Fund Expenditures (29,093)

Total Revised Non-General Fund Expenditures 591,244,965

Total Revised All Funds Expenditures **1,067,475,828**

SCHEDULE B
STAFFING TABLE
CHANGES TO THE PROPOSED BUDGET FY 2022

DEPARTMENT	JOB CODE	TITLE	
BEGINNING PROPOSED ALL FUNDS FTE's			7,110.89
TOTAL REVISIONS			-
REVISED ALL FUNDS FTE's			7,110.89

SCHEDULE B1

3.12 CERTIFICATION PAY

A certification pay program is hereby established and the City Manager is authorized to determine if or when the program will be utilized, and when it shall cease. Employees who are receiving certification pay granted pursuant to Ordinance 8064, as amended, on the effective date of this ordinance shall continue to be eligible to receive such certification pay through August 31, 2012. Effective September 1, 2012 determinations of eligibility to receive certification pay will be made each year by the City Council at the recommendation of the City Manager in the annual budget resolution. Each year those employees who are eligible, if any, will be set forth in a schedule attached to the annual budget resolution. The purpose of the program is to provide an incentive to employees to earn and maintain certifications that can be used in the effective and efficient delivery of core business services. (Passed 02/24/09 and Amended 3/6/12)

A) **Eligibility.** Employees in the following job classifications are eligible to receive certification pay:

13320 Civil Engineer Associate
13370 Electrical Engineering Associate
13570 Mechanical Engineering Associate
13815 Engineering Lead Technician
13820 Engineering Senior Technician
13830 Engineering Technician
17130 Chief Building Inspector
17222 Building Inspector Supervisor
17215 Building Combination Inspector Supervisor
17235 Building Inspector
17225 Building Combination Inspector
17230 Electrical Inspector Supervisor
17240 Electrical Inspector
17220 Mechanical & Plumbing Inspector Supervisor
17260 Plumbing Inspector
17270 Mechanical Inspector
17280 Landscape Inspector
17340 Chief Plans Examiner
17343 Senior Plans Examiner
17350 Building Plans Examiner
17365 Building Inspector / Plans Examiner
17385 Mechanical & Plumbing Plans Examiner
17370 Electrical Plans Examiner
17380 Landscape Plans Examiner

B) **Listing of Approved Certificates.** The following certifications are the only recognized certificates eligible for payment of certification pay:

Commercial Building Inspector
Commercial Electrical Inspector
Commercial Plumbing Inspector
Commercial Mechanical Inspector
Building Plans Examiner
Electrical Plans Inspector
Mechanical Plans Examiner
Plumbing Plans Examiner
Residential Combination Inspector
Residential Plan Examiner
Commercial Combination Inspector
Accessibility Inspector/Plans Examiner
Commercial Energy Inspector
Residential Energy Inspector/Plans Examiner
Certified Building Official
Fire Inspector I
Fire Inspector II
Fire Plans Examiner
Green Building Technologies

Line No.	Department	Fee Description	Detail	FY 2022 Adopted
1	All Departments	Public Information Act	Paper Records-Standard size(50 or fewer pgs.) +postage and shipping or fax charge.	$0.10
2	All Departments	Public Information Act	Paper Records-Standard size(50+ pgs.) + personnel charge, overhead charge, actual misc. supplies, postage and shipping or fax charge	$0.10
3	All Departments	Public Information Act	**Paper Records-non standard size**	
4	All Departments	Public Information Act	**Blue prints**	
5	All Departments	Public Information Act	18" x 24"	$1.60
6	All Departments	Public Information Act	24" x 36"	$1.80
7	All Departments	Public Information Act	30" x 42"	$2.00
8	All Departments	Public Information Act	42" x 4"	$2.00
9	All Departments	Public Information Act	42" x 5"	$2.20
10	All Departments	Public Information Act	42" x 6"	$2.40
11	All Departments	Public Information Act	42" x 7"	$2.60
12	All Departments	Public Information Act	42" x 8"	$2.80
13	All Departments	Public Information Act	**+ postage, shipping, and misc. supplies**	
14	All Departments	Public Information Act	**Large Bond Copies**	
15	All Departments	Public Information Act	12" x 18"	$1.10
16	All Departments	Public Information Act	18" x 24"	$1.10
17	All Departments	Public Information Act	24" x 36"	$1.70
18	All Departments	Public Information Act	42" x 30"	$1.70
19	All Departments	Public Information Act	**+ postage, shipping, and misc. supplies**	
20	All Departments	Public Information Act	**Vellum copies**	
21	All Departments	Public Information Act	24" x 36"	$2.45
22	All Departments	Public Information Act	**+ postage, shipping, and misc. supplies**	
23	All Departments	Public Information Act	Other non standard size copies (per page)	$0.50
24	All Departments	Public Information Act	**+ personnel charge, overhead charge, postage, shipping, and misc. supplies**	
25	All Departments	Public Information Act	**Photographs (Police Department)**	
26	All Departments	Public Information Act	4" x 5" color print	$2.15
27	All Departments	Public Information Act	each additional print	$0.95
28	All Departments	Public Information Act	5" x 7" color print	$2.20
29	All Departments	Public Information Act	each additional print	$1.00
30	All Departments	Public Information Act	8" x 10" color print	$2.40
31	All Departments	Public Information Act	each additional print	$1.20
32	All Departments	Public Information Act	Polaroid color print	$2.75
33	All Departments	Public Information Act	each additional print	$1.55
34	All Departments	Public Information Act	4" x 5" black & white print	$3.00
35	All Departments	Public Information Act	each additional print	$1.80
36	All Departments	Public Information Act	5" x 7" black & white print	$3.25
37	All Departments	Public Information Act	each additional print	$2.05
38	All Departments	Public Information Act	8" x 10" black & white print	$3.50
39	All Departments	Public Information Act	each additional print	$2.30
40	All Departments	Public Information Act	4" x 5" black & white mug	$3.20
41	All Departments	Public Information Act	each additional print	$2.00
42	All Departments	Public Information Act	Polaroid black & white	$2.35
43	All Departments	Public Information Act	each additional print	$1.15
44	All Departments	Public Information Act	**+postage, shipping, misc. supplies**	
45	All Departments	Public Information Act	**Computer and electronic document imaging printouts**	
46	All Departments	Public Information Act	Standard size + personnel, overhead, computer resource, computer programming, misc. supplies, postage and	$0.10
47	All Departments	Public Information Act	Non-standard size + personnel, overhead, computer resource, computer programming, misc. supplies, postage and handling	$0.50
48	All Departments	Public Information Act	**Plotter media documents: + personnel, overhead, computer resource, computer programming, misc. supplies, postage and handling**	
49	All Departments	Public Information Act	8 1/2" x 11" prints	$0.24
50	All Departments	Public Information Act	11" x 17" prints	$0.24
51	All Departments	Public Information Act	18" x 24" prints	$0.48
52	All Departments	Public Information Act	24" x 36" prints	$0.72
53	All Departments	Public Information Act	36" x 42" prints	$0.96
54	All Departments	Public Information Act	**Non-standard copies (microfilm, microfiche) + personnel, overhead, computer resource, computer programming, misc. supplies, postage and handling**	
55	All Departments	Public Information Act	Standard	$0.10
56	All Departments	Public Information Act	Non-standard	$0.50
57	All Departments	Public Information Act	**Media charge+ personnel, overhead charge, computer resources, computer programming, misc. supplies, postage and handling**	
58	All Departments	Public Information Act	Diskette	$1.00
59	All Departments	Public Information Act	**Computer magnetic tape**	
60	All Departments	Public Information Act	4mm	$13.50
61	All Departments	Public Information Act	8mm	$12.00
62	All Departments	Public Information Act	9-track	$11.00
63	All Departments	Public Information Act	**Data cartridge**	
64	All Departments	Public Information Act	2000 series	$17.50
65	All Departments	Public Information Act	3000 series	$20.00
66	All Departments	Public Information Act	6000 series	$25.00
67	All Departments	Public Information Act	9000 series	$35.00

Line No.	Department	Fee Description	Detail	FY 2022 Adopted
68	All Departments	Public Information Act	600A	$20.00
69	All Departments	Public Information Act	**Tape Cartridge**	
70	All Departments	Public Information Act	250 MB	$38.00
71	All Departments	Public Information Act	525 MB	$45.00
72	All Departments	Public Information Act	VHS video cassette	$2.50
73	All Departments	Public Information Act	audio cassette	$1.00
74	All Departments	Public Information Act	**Mylar**	
75	All Departments	Public Information Act	3 mil / per linear feet	$0.85
76	All Departments	Public Information Act	4 mil / per linear feet	$1.10
77	All Departments	Public Information Act	5 mil / per linear feet	$1.35
78	All Departments	Public Information Act	Street code book	$29.30
79	All Departments	Computer programming charge		$26.00/hour
80	All Departments	Type of system	Mainframe	$10.00/minute; $0.17/second
81	All Departments	Type of system	Midrange	$1.50/minute; $0.03/second
82	All Departments	Type of system	Client/Server	$2.20/hour; $0.04/minute
83	All Departments	Type of system	PC or LAN	$1.00/hour; $0.02/minute
84	All Departments	Fax charge	Local transmission	$0.10 per page
85	All Departments	Fax charge	Long distance within 915 area code	$0.50 per page
86	All Departments	Fax charge	Long distance outside 915 area code	$1.00 per page
87	All Departments	Overhead charge	Includes the cost of depreciation	$3.00/hour; $0.05/minute
88	All Departments	Personnel charge	See ordinance for guidance in how to assess this charge.	$15.00/hour; $0.25/minute
89	All Departments	Notary fees	Administering an oath or affirmation with certificate and seal	$6.00
90	All Departments	Notary fees	A certificate under seal not otherwise provided for.	$6.00
91	All Departments	Notary fees	A copy of a record or paper in the notary public's office.	$0.50 for each page
92	All Departments	Notary fees	Swearing a witness to a deposition, certificate, seal, and other business connected with taking the deposition	$6.00
93	All Departments	Credit Card Fee	City-wide credit card fee	1.98%
94	All Departments	Administrative Fee	Administrative cost to prepare liens.	$100.00 charge for preparation of lien and the release of lien
95	**Municipal Court**	**Credit Card Fee/ E-check**	**Municipal Court transactions**	4.00%
96	Municipal Court	Parking Forfeits / Fines	**GROUP A**	
97	Municipal Court	Parking Forfeits / Fines	521 Expired Meter	$25.00
98	Municipal Court	Parking Forfeits / Fines	503 Overtime Limit	$25.00
99	Municipal Court	Parking Forfeits / Fines	524 Hotel Zone-Parking	$25.00
100	Municipal Court	Parking Forfeits / Fines	512 Airport Limousine Zone	$25.00
101	Municipal Court	Parking Forfeits / Fines	526 Protruding into Buffer Zone	$25.00
102	Municipal Court	Parking Forfeits / Fines	504 Park on Bus or Taxi Stand	$25.00
103	Municipal Court	Parking Forfeits / Fines	525 Other Overtime - Contrary to Sign	$25.00
104	Municipal Court	Parking Forfeits / Fines	530 Passenger Loading Zone	$25.00
105	Municipal Court	Parking Forfeits / Fines	532 Loading Zone: General over 30 minutes	$25.00
106	Municipal Court	Parking Forfeits / Fines	533 Loading Zone: Commercial over 30 minutes	$25.00
107	Municipal Court	Parking Forfeits / Fines	534 More than one meter space	$25.00
108	Municipal Court	Parking Forfeits / Fines	535 Over 18" from Curb/Improper Proximity to Curb	$25.00
109	Municipal Court	Parking Forfeits / Fines	536 Loading Zone: Not commercial vehicle	$25.00
110	Municipal Court	Parking Forfeits / Fines	556 Within 30' of Stop Sign/ Stop Light	$25.00
111	Municipal Court	Parking Forfeits / Fines	564 Park-Funeral Zone	$25.00
112	Municipal Court	Parking Forfeits / Fines	567 Reserved Parking Space	$25.00
113	Municipal Court	Parking Forfeits / Fines	591 Police/Police Motorcycle Zone	$25.00
114	Municipal Court	Parking Forfeits / Fines	570 Alley-General Traffic Dist/Five Points/Not Loading	$25.00
115	Municipal Court	Parking Forfeits / Fines	571 Airport-Contrary to Signs or Markings	$25.00
116	Municipal Court	Parking Forfeits / Fines	572 Airport-Loading in Front of Terminal	$25.00
117	Municipal Court	Parking Forfeits / Fines	573 Airport-West of Terminal w/o Authorization	$25.00
118	Municipal Court	Parking Forfeits / Fines	Boot Fee	$50.00
119	Municipal Court	Parking Forfeits / Fines	**GROUP B**	
120	Municipal Court	Parking Forfeits / Fines	551 Double Parking	$55.00
121	Municipal Court	Parking Forfeits / Fines	552 Wrong Side of street	$55.00
122	Municipal Court	Parking Forfeits / Fines	553 No Parking Zone	$55.00
123	Municipal Court	Parking Forfeits / Fines	574 Contrary to Angle Parking Signs	$55.00
124	Municipal Court	Parking Forfeits / Fines	592 Back-in Angled Parking Only	$55.00
125	Municipal Court	Parking Forfeits / Fines	575 Alongside/Opposite Street Excavation	$55.00
126	Municipal Court	Parking Forfeits / Fines	576 Violation of Street Cleaning/Construction of Signs	$55.00
127	Municipal Court	Parking Forfeits / Fines	577 Violation of Official Sign Prohibiting Parking	$55.00
128	Municipal Court	Parking Forfeits / Fines	578 News Media Zone	$55.00
129	Municipal Court	Parking Forfeits / Fines	579 Inspection Zone	$55.00
130	Municipal Court	Parking Forfeits / Fines	580 Covered Meter	$55.00
131	Municipal Court	Parking Forfeits / Fines	581 In Violation of Sign/Adjacent to School	$55.00
132	Municipal Court	Parking Forfeits / Fines	582 In Violation of Sign/Narrow Street	$55.00
133	Municipal Court	Parking Forfeits / Fines	583 In Violation of Sign/One-Way Street	$55.00
134	Municipal Court	Parking Forfeits / Fines	584 Temporary No Parking Zone	$55.00
135	Municipal Court	Parking Forfeits / Fines	585 Adjacent to Safety Zone	$55.00
136	Municipal Court	Parking Forfeits / Fines	586 Yellow Curb Markings	$55.00
137	Municipal Court	Parking Forfeits / Fines	587 In-Designated Bike Lanes	$55.00
138	Municipal Court	Parking Forfeits / Fines	508 Parking within 20' of Fire Station	$55.00
139	Municipal Court	Parking Forfeits / Fines	509 Parking within 50' of Railroad Crossing	$55.00
140	Municipal Court	Parking Forfeits / Fines	548 Easement/Parkway	$55.00
141	Municipal Court	Parking Forfeits / Fines	559 Parking on Sidewalk	$55.00
142	Municipal Court	Parking Forfeits / Fines	560 Parking on crosswalk/w 20' crosswalk	$55.00

Line No.	Department	Fee Description	Detail	FY 2022 Adopted
143	Municipal Court	Parking Forfeits / Fines	561 Parking within 15' of Fire Hydrant	$55.00
144	Municipal Court	Parking Forfeits / Fines	562 Obstruct by Improper Parking (alley)	$55.00
145	Municipal Court	Parking Forfeits / Fines	563 Blocking Driveway	$55.00
146	Municipal Court	Parking Forfeits / Fines	565 Parking on Median	$55.00
147	Municipal Court	Parking Forfeits / Fines	568 Parking on Bridge	$55.00
148	Municipal Court	Parking Forfeits / Fines	569 In Alleys Contrary to Sign	$55.00
149	Municipal Court	Parking Forfeits / Fines	**GROUP C**	
150	Municipal Court	Parking Forfeits / Fines	555 Fire Lane	$150.00
151	Municipal Court	Parking Forfeits / Fines	589 Hazardous/Congested Place	$150.00
152	Municipal Court	Parking Forfeits / Fines	590 Within Intersection	$150.00
153	Municipal Court	Parking Forfeits / Fines	**GROUP D**	
154	Municipal Court	Parking Forfeits / Fines	549/550/554 Handicapped Zone/No Permit/Blocking	$275.00
155	Municipal Court	Parking Forfeits / Fines	**GROUP E**	
156	Municipal Court	Parking Forfeits / Fines	502 Parking Prohibited / Oversize	$225.00
157	Municipal Court	Parking Forfeits / Fines	**GROUP F**	
158	Municipal Court	Parking Forfeits / Fines	510 Parking on City Property	$100.00
159	Municipal Court	Parking Forfeits / Fines	511 In R-O-W Washing, Repairing Vehicle	$100.00
160	Municipal Court	Prohibition of gatherings involving underage drinking	1st offence	$250.00
161	Municipal Court	Prohibition of gatherings involving underage drinking	2nd offence	$500.00
162	Municipal Court	Prohibition of gatherings involving underage drinking	3rd offence	$1,000.00
163	Municipal Court	Administrative Fee - Dismissal	If a person provides proof that she or he cured the violation prior to the first court appearance.	$10.00
164	Municipal Court	Certified Copies	Certified Copies	$6.00
165	Police	Fingerprints for Identification	Fingerprint Cards	$10/per card Plus applicable Technology Fee
166	Police	Abandoned Auto	Owner/lien holder notification of abandoned vehicle at Vehicle Storage Facilities	$10.00
167	Police	Taxi Cab Operator Permits	Taxi Cab Zone Permit Other Than Airport	$250 plus applicable technology fee
168	Police	Driverless Rental Fee	Rental Car Operation Fee	$300 plus applicable technology fee
169	Police	Alarm License	Security Alarm	3 Years $69.00 plus applicable technology fee
170	Police	Alarm License	Signal Line from Banks	$100 plus applicable technology fee
171	Police	Abandoned Auto	Towing	$90.00/ tow
172	Police	Impound Fee	Impound fee for storage management entity for vehicle security to PD to defray costs associated with police-ordered tows	$20.00
173	Police	Abandoned Auto	Registered Letter of Notification	$50.00
174	Police	Abandoned Auto	Storage, Vehicles 25' or Less in Length	$20.00/day, including day of pick up
175	Police	Abandoned Auto	Storage, Vehicles Over 25' in Length	$35.00/day, including day of pick up
176	Police	Towing Services Facilitation Fee	Impound Facility Fee	$20.00
177	Police	Transportation-for-hire	Operating Authority Permit Fee	$300 plus applicable technology fee
178	Police	Transportation-for-hire	Operating Authority Permit Fee (Alternative Vehicles)	$130 plus applicable technology fee
179	Police	Transportation-for-hire	International Vehicle Permit	$40 plus applicable technology fee
180	Fire	Ambulance Service Revenue	Base charge	$855.00
181	Fire	Ambulance Service Revenue	Additional fee above the base charges	$33.00
182	Fire	Ambulance Service Revenue	Specialty Care Transports (SCT)	$850.00
183	Fire	Ambulance Service Revenue	Hazmat scene, per hour per unit	$775.00 per unit assigned
184	Fire	Ambulance Service Revenue	Comsar rescue/search, per hour per unit	$165 per hour per unit
185	Fire	Ambulance Service Revenue	Mileage	$15.00 per mile
186	Fire	Ambulance Service Revenue	Response fee	$143.00
187	Fire	Ambulance Service Revenue	Scene care	$65.00
188	Fire	Ambulance Service Revenue	Standby	$775 per hour contracted, without contract
189	Fire	Fire Licenses	Aerosol products	$125 Plus applicable Tech fee
190	Fire	Fire Licenses	Amusement buildings	$125 Plus applicable Tech fee
191	Fire	Fire Licenses	Aviation facilities	$125 Plus applicable Tech fee
192	Fire	Fire Licenses	Carbon dioxide systems used in beverage dispensing applications	$125 Plus applicable Tech fee
193	Fire	Fire Licenses	Carnivals and fairs	$125 Plus applicable Tech fee
194	Fire	Fire Licenses	Cellulose nitrate film	$125 Plus applicable Tech fee
195	Fire	Fire Licenses	Combustible dust-producing operations	$125 Plus applicable Tech fee
196	Fire	Fire Licenses	Combustible fibers	$125 Plus applicable Tech fee
197	Fire	Fire Licenses	Compressed gases	$125 Plus applicable Tech fee
198	Fire	Fire Licenses	Covered and open mall buildings	$125 Plus applicable Tech fee
199	Fire	Fire Licenses	Cryogenic fluids	$125 Plus applicable Tech fee
200	Fire	Fire Licenses	Cutting and welding	$125 Plus applicable Tech fee
201	Fire	Fire Licenses	Dry Cleaning	$125 Plus applicable Tech fee
202	Fire	Fire Licenses	Exhibits and trade shows	$125 Plus applicable Tech fee
203	Fire	Fire Licenses	Explosives	$150 Plus applicable Tech fee
204	Fire	Fire Licenses	Fire hydrants and valves	$150 Plus applicable Tech fee
205	Fire	Fire Licenses	Flammable and combustible liquids	$125 Plus applicable Tech fee
206	Fire	Fire Licenses	Floor finishing	$125 Plus applicable Tech fee
207	Fire	Fire Licenses	Fruit and crop ripening	$125 Plus applicable Tech fee
208	Fire	Fire Licenses	Fumigation and thermal insecticidal fogging	$125 Plus applicable Tech fee
209	Fire	Fire Licenses	Hazardous materials	$205 Plus applicable Tech fee
210	Fire	Fire Licenses	HPM facilities	$205 Plus applicable Tech fee
211	Fire	Fire Licenses	High piled storage 501-2500	501-2,500 sq. ft.. - $72.00 Plus applicable Tech fee

Line No.	Department	Fee Description	Detail	FY 2022 Adopted
212	Fire	Fire Licenses	High piled storage 2,501-12,000	2,501-12,000 sq. ft... - $144.00 Plus applicable Tech fee
213	Fire	Fire Licenses	High piled storage (over 12,000 sq. ft.)	>12,000 sq. ft... - $216.00 Plus applicable Tech fee
214	Fire	Fire Licenses	Hot Work Operations	$125 Plus applicable Tech fee
215	Fire	Fire Licenses	Industrial ovens	$125 Plus applicable Tech fee
216	Fire	Fire Licenses	Lumber yards and woodworking plants	$125 Plus applicable Tech fee
217	Fire	Fire Licenses	Liquid or gas-fueled vehicles or equipment in assembly buildings	$125 Plus applicable Tech fee
218	Fire	Fire Licenses	LP gas	$125 Plus applicable Tech fee
219	Fire	Fire Licenses	Magnesium	$125 Plus applicable Tech fee
220	Fire	Fire Licenses	Miscellaneous combustible storage	$125 Plus applicable Tech fee
221	Fire	Fire Licenses	Motor fuel-dispensing facilities	$125 Plus applicable Tech fee
222	Fire	Fire Licenses	Open Burning	$125 Plus applicable Tech fee
223	Fire	Fire Licenses	Open flames and torches	$125 Plus applicable Tech fee
224	Fire	Fire Licenses	Open flames and candles	$125 Plus applicable Tech fee
225	Fire	Fire Licenses	Organic coatings	$125 Plus applicable Tech fee
226	Fire	Fire Licenses	Places of assembly	$125 Plus applicable Tech fee
227	Fire	Fire Licenses	Private fire hydrants	$150 Plus applicable Tech fee
228	Fire	Fire Licenses	Pyrotechnic special effects material	$150 Plus applicable Tech fee
229	Fire	Fire Licenses	Pyroxylin plastics	$125 Plus applicable Tech fee
230	Fire	Fire Licenses	Refrigeration equipment	$125 Plus applicable Tech fee
231	Fire	Fire Licenses	Repair garages and motor fuel-dispensing facilities	$125 Plus applicable Tech fee
232	Fire	Fire Licenses	Rooftop heliports	$125 Plus applicable Tech fee
233	Fire	Fire Licenses	Spraying or dipping	$125 Plus applicable Tech fee
234	Fire	Fire Licenses	Storage of scrap tires and tire byproducts	$125 Plus applicable Tech fee
235	Fire	Fire Licenses	Temporary membrane, structures, tents and canopies	$125 Plus applicable Tech fee
236	Fire	Fire Licenses	Tire-rebuilding plants	$125 Plus applicable Tech fee
237	Fire	Fire Licenses	Waste handling	$125 Plus applicable Tech fee
238	Fire	Fire Licenses	Wood products	$125 Plus applicable Tech fee
239	Fire	Fire Licenses	Blasting operations	$125 Plus applicable Tech fee
240	Fire	Fire Licenses	Commercial Day Care Facilities-Children	$125 Plus applicable Tech fee
241	Fire	Fire Licenses	For Use Permit	$125 Plus applicable Tech fee
242	Fire	Fire Licenses	Outside storage of Combustible material permit	$125 Plus applicable Tech fee
243	Fire	Fire Service Fee	Re-Inspection Fee	$72.00 flat rate Plus applicable Tech fee
244	Fire	Fire Service Fee	Investigation/Inspection/Fire watch/standby Fees-other than regular duty hours (Reimbursed Overtime)	$92.00/hr.(2hr. Min) per ea. Fire Investigator/Inspector Plus applicable Tech fee
245	Fire	Fire Service Fee	Investigation/Inspection Fees-during regular duty hours	$72.00/hr. Plus applicable Tech fee
246	Fire	Fire Service Fee	Fire Hydrant Flow Request (FHFR)	$72.00/hr.(2hr. Min) per ea. Fire personnel Plus applicable Tech fee
247	Fire	Fire Service Fee	Fire Watch/Standby-during regular duty hours	$72.00/hr. Plus applicable Tech fee
248	Fire	Fire Service Fee	Site Assessment (consultation)	$75.00 flat rate Plus applicable Tech fee
249	Fire	Fire Service Fee	Non-Regulatory Inspections	$72.00/hr. Plus applicable Tech fee
250	Fire	Fire Service Fee	Commercial Safety Training	$72.00 flat rate Plus applicable Tech fee
251	Fire	Fire Service Fee	Fire Plan Review by Appointment	$146.00/hr. Plus applicable Tech fee
252	Fire	Fire Service Fee	Fire Systems/Plan Review	$72.00/hr. Plus applicable Tech fee
253	Fire	Fire Service Fee	Fire Systems Initial Acceptance Test	$72.00/hr. Plus applicable Tech fee
254	Fire	Fire Service Fee	Building Permit Fire Final (BLD) Fee	$72.00/hr. Plus applicable Tech fee
255	Fire	Fire Service Fee	Expedited Services Fees-Site Inspections	$144.00 initial (2hr. Min.); $72.00/hr. thereafter Plus applicable Tech fee
256	International Bridges	Parking Meters	Meter Rentals	$10.00 per day
257	International Bridges	Parking Meters	Payments with Credit or Debit Card - to include Parking fee and convenience fee	MINIMUM Payment of $1.03/1st hour then $1.00/hour for additional time
258	International Bridges	Parking Meters	Administrative Fee Per Rental	$30.00 per rental
259	International Bridges	Toll for International Bridges	Tolls Charge Pedestrian, three years or older	$0.50
260	International Bridges	Toll for International Bridges	Tolls Charge, Bicycle	$0.50
261	International Bridges	Toll for International Bridges	Toll Charge, Motorcycle - Pre-Paid	$3.00
262	International Bridges	Toll for International Bridges	Toll Charge, Motorcycle - Cash at booth	$3.50
263	International Bridges	Toll for International Bridges	Tolls Charge Automobiles, pick up trucks, (up to one-ton carrying capacity), panel trucks, vans, recreational trailers - Pre-Paid	$3.00
264	International Bridges	Toll for International Bridges	Tolls Charge Automobiles, pick up trucks, (up to one-ton carrying capacity), panel trucks, vans, recreational trailers - Cash at booth	$3.50
265	International Bridges	Toll for International Bridges	Extra Axle for automobiles, pick up trucks, (up to one-ton carrying capacity), panel trucks, vans, recreational trailers - Pre-Paid	$1.50
266	International Bridges	Toll for International Bridges	Extra Axle for automobiles, pick up trucks, (up to one-ton carrying capacity), panel trucks, vans, recreational trailers - Cash at booth	$1.75
267	International Bridges	Toll for International Bridges	Tolls Charge Commercial Trucks, Buses, Motor Homes, Tractors, Commercial Towed Trailers - Pre-Paid	$4.00 per axle
268	International Bridges	Toll for International Bridges	Tolls Charge Commercial Trucks, Buses, Motor Homes, Tractors, Commercial Towed Trailers - Cash at booth	$4.50 per axle
269	International Bridges	Toll for International Bridges	Toll Charge, Pick Up Trucks with a carrying capacity exceeding one-ton - Pre-paid	$4.00
270	International Bridges	Toll for International Bridges	Toll Charge, Pick Up Trucks with a carrying capacity exceeding one-ton - Cash at booth	$4.50

Line No.	Department	Fee Description	Detail	FY 2022 Adopted
271	International Bridges	Toll for International Bridges	Toll Charge, Pick Up Trucks using the Zaragoza Commercial Bridge - Pre-Paid	$4.00 per axle
272	International Bridges	Toll for International Bridges	Toll Charge, Pick Up Trucks using the Zaragoza Commercial Bridge - Cash at booth	$4.50 per axle
273	International Bridges	Toll for International Bridges	Tolls Charge, Empty Tractor, without Trailer, 2 or 3 axles - Pre-paid	Between $5.00 and $3.00
274	International Bridges	Toll for International Bridges	Tolls Charge, Empty Tractor, without Trailer, 2 or 3 axles - Cash at booth	Between $5.50 and $3.50
275	International Bridges	Toll for International Bridges	Tolls Charge, Empty Tractor, without Trailer, 2 or 3 axles, Between 3:00 PM and 8:00 PM - Pre-Paid	Between $4.00 and $2.00
276	International Bridges	Toll for International Bridges	Tolls Charge, Empty Tractor, without Trailer, 2 or 3 axles, Between 3:00 PM and 8:00 PM - Cash at booth	Between $4.50 and $2.50
277	International Bridges	Toll for International Bridges	Tolls Charge, Empty 2-axle Commercial Truck - Pre-paid	Between $5.00 and $3.00
278	International Bridges	Toll for International Bridges	Tolls Charge, Empty 2-axle Commercial Truck - Cash at booth	Between $5.50 and $3.50
279	International Bridges	Toll for International Bridges	Tolls Charge, Empty Tractor with Empty Trailer, 3 axles or more - Pre-paid	Between $7.50 and $4.00
280	International Bridges	Toll for International Bridges	Tolls Charge, Empty Tractor with Empty Trailer, 3 axles or more - Cash at booth	Between $8.00 and $4.50
281	International Bridges	Toll for International Bridges	Tolls Charge, Empty Commercial Truck, 3 axles or more - Pre-paid	Between $7.50 and $4.00
282	International Bridges	Toll for International Bridges	Tolls Charge, Empty Commercial Truck, 3 axles or more - Cash at Booth	Between $8.00 and $4.50
283	International Bridges	Toll for International Bridges	AVI RFiD - Replacement Fee	$7.00
284	Streets and Maintenance	Temporary Traffic Control	Traffic Control Permit-duration of less than Three Days	$17.00 plus applicable Technology Fee
285	Streets and Maintenance	Temporary Traffic Control	Traffic Control Permit-duration of three to 15 days	$50.00 plus applicable Technology Fee
286	Streets and Maintenance	Temporary Traffic Control	Traffic Control Permit-duration of 16 to 30 days	$160.00 plus applicable Technology Fee
287	Streets and Maintenance	Temporary Traffic Control	Traffic Control Permit-fee for each month after first 30 days	$90.00 plus applicable Technology Fee
288	Streets and Maintenance	Temporary Traffic Control	City Placement of Traffic control devices	$100.00
289	Streets and Maintenance	Temporary Traffic Control	Noncompliance Correction	$100.00
290	Streets and Maintenance	Temporary Traffic Control	Lane/sidewalk rental (after expiration of permit)	$100.00
291	Streets and Maintenance	Film Permit	Use of City ROW or facility not to exceed 48 hours for filmmaking event	$40.00
292	Streets and Maintenance	Residential Parking	Application to impose parking restrictions within a district	$30.00 Plus applicable Tech fee - Restriction/Boundary Modification; $25.00 Plus applicable Tech Fee - Dissoluion of restriction or district
293	Streets and Maintenance	Residential Parking	Application to dissolve parking restrictions within a district	$25.00 Plus applicable Tech fee
294	Streets and Maintenance	Residential Parking	New resident permit	$10.00 Plus applicable Tech fee
295	Streets and Maintenance	Residential Parking	Annual resident parking permit	$10.00 Plus applicable Tech fee
296	Streets and Maintenance	Residential Parking	Annual owner's parking permit	$10.00 Plus applicable Tech fee
297	Streets and Maintenance	Residential Parking	Annual visitor parking permit	$10.00 Plus applicable Tech fee
298	Streets and Maintenance	Residential Parking	Annual renewal fee	$10.00 Plus applicable Tech fee
299	Streets and Maintenance	Residential Parking	Annual Renewal Fee (when paid via internet beginning in 2010)	$5.00 Plus applicable Tech fee
300	Streets and Maintenance	Residential Parking	Temporary one day parking permit	$1.00 Plus applicable Tech fee
301	Streets and Maintenance	Residential Parking	Permit replacement	$10.00 Plus applicable Tech fee
302	Streets and Maintenance	Parking Forfeits / Fines	Parking without permit in a residential parking district	$28.00
303	Streets and Maintenance	Parking Forfeits / Fines	Parking in a residential parking district with expired permit	$28.00
304	Streets and Maintenance	Media Parking Placards	Annual placard for Media parking or replacement of placard	$50.00
305	Streets and Maintenance	Downtown Parking District - Parking Permit Fee(Initial Permit)	Downtown Parking District	$30.00
306	Streets and Maintenance	Downtown Parking District - Parking Permit Fee(Additional Permit)	Downtown Parking District	$200.00
307	Streets and Maintenance	Downtown Parking District - New Resident Temporary Parking Permit Fee	Downtown Parking District	$30.00
308	Streets and Maintenance	Downtown Parking District Replacement Parking Permit Fee	Downtown Parking District	$30.00
309	Streets and Maintenance	Paving Cut Permit	Paving Cut Permit	$69.00
310	Streets and Maintenance	Paving Cut Permit	Paving Cut Permit Extension	$23.00
311	Streets and Maintenance	Paving Cut Permit	After Hours Inspection Fee, Weekend inspections (Sat & Sun) will require the contractor to be charged a minimum of 4 hours, Over 4 hours will be charged actual worked hours.	$90.00
312	Streets and Maintenance	Memorial Marker Fee	Memorial Marker Fee	$124.00
313	Streets and Maintenance	Memorial Marker - Optional Personalized Memorials Fee	Memorial Marker Fee	$50.00
314	Planning & Inspections	Special Privilege	Application Fee - Permit	$371.00 plus applicable technology fee
315	Planning & Inspections	Special Privilege	Application Fee - License	$699 plus applicable technology fee
316	Planning & Inspections	Special Privilege	Application Fee - Downtown improvement area (construction)	Downtown fee waived per incentive. Only applicable technology fee.
317	Planning & Inspections	Special Privilege	Application Fee - RTS (Rapid Transit System) and TOD (Transit Oriented Development) Corridors	Applicable technology fee
318	Planning & Inspections	Special Privilege	Application Fee - Smart Code Zoned Properties	Applicable technology fee
319	Planning & Inspections	Special Privilege - Annual fee	Awning, canopy, marquee, sign (legally existing)	$21.00 per awning, canopy, marquee, sign; technology fee does not apply
320	Planning & Inspections	Special Privilege - Annual fee	Awning, canopy, marquee, sign (new)	$21.00 per awning, canopy, marquee, sign; technology fee does not apply
321	**Planning & Inspections**	**Special Privilege - Annual fee**	**Arcades, Awnings, Canopies & Galleries that comply with City Code Section 15.08.1201**	
322	Planning & Inspections	Special Privilege - Annual fee	Subdivision entrance signs	$106.00 per sign; technology fee does not apply
323	Planning & Inspections	Special Privilege - Annual fee	Taxi stand	$2,120 per stand; technology fee does not apply
324	Planning & Inspections	Special Privilege - Annual fee	Underground storage vault or structure in CBD	$530.00 per vault or structure; technology fee does not apply
325	Planning & Inspections	Special Privilege - Annual fee	Designated food vending concessions in the downtown area	$2,120 per site; technology fee does not apply
326	Planning & Inspections	Special Privilege - Annual fee	Pipelines, whether overhead, surface or subsurface	$3,710.00 flat rate plus $220 per pipeline; technology fee does not apply

Line No.	Department	Fee Description	Detail	FY 2022 Adopted
327	Planning & Inspections	Special Privilege - Annual fee	Building or other structural encroachment	$5.00 per square foot; technology fee does not apply
328	Planning & Inspections	Special Privilege - Annual fee	Stairways	$11.00 per stairway; technology fee does not apply
329	**Planning & Inspections**	**Special Privilege - Annual fee**	**Stairways (legally existing building 40 year and older)**	
330	Planning & Inspections	Special Privilege - Annual fee	Facades	$2.00 per linear foot; technology fee does not apply
331	Planning & Inspections	Special Privilege - Annual fee	Pedestrian Sky Walk	$530.00 per sky walk; technology fee does not apply
332	Planning & Inspections	Special Privilege - Annual fee	Accessibility ramps required by code	$11.00 per site; technology fee does not apply
333	**Planning & Inspections**	**Special Privilege - Annual fee**	**Accessibility ramps required by code (legally existing building 40 years and older)**	
334	Planning & Inspections	Special Privilege - Annual fee	Street furniture	$21.00 per site; technology fee does not apply
335	Planning & Inspections	Special Privilege - Annual fee	Cables - surface	$3,710.00 for up to 2,000 linear feet plus $2.00 per linear foot thereafter; technology fee does not apply
336	Planning & Inspections	Special Privilege - Annual fee	Cables - subsurface	$3,710.00 for up to 2,000 linear feet plus $2.00 per linear foot thereafter; technology fee does not apply
337	Planning & Inspections	Special Privilege - Annual fee	Cables - aerial	$3,710.00 for up to 2,000 linear feet plus $2.00 per linear foot thereafter; technology fee does not apply
338	Planning & Inspections	Special Privilege - Annual fee	Cables - aerial	$3,710.00 for up to 2,000 linear feet plus $2.00 per linear foot thereafter; technology fee does not apply
339	Planning & Inspections	Special Privilege - Annual fee	Outdoor pay telephones	$1,060.00 per site; technology fee does not apply
340	Planning & Inspections	Special Privilege - Annual fee - Downtown Improvement Area	New, relocated, repaired or replaced canopy or awning	$21.00 per canopy or awning; technology fee does not apply
341	**Planning & Inspections**	**Special Privilege - Annual fee - Downtown Improvement Area**	**New, relocated, repaired or replaced canopy or awning, canopy or gallery that complies with City Code Section 15.08.1201**	
342	Planning & Inspections	Special Privilege - Annual fee - Downtown Improvement Area	New, relocated, repaired or replaced wall sign	$21.00 per site; technology fee does not apply
343	Planning & Inspections	Special Privilege - Annual fee - Downtown Improvement Area	New, relocated, repaired or replaced marquee, kiosk, or other sign	$53.00 per site; technology fee does not apply
344	Planning & Inspections	Special Privilege - Annual fee - Downtown Improvement Area	Street furniture	$21.00 per site; technology does not apply
345	Planning & Inspections	Special Privilege - Annual fee - Downtown Improvement Area	Outdoor cafe, restaurant, or market place	$159.00 per site; technology fee does not apply
346	Planning & Inspections	Special Privilege - Annual Fee - Downtown Improvement Area	Sidewalk Vending Space	Flat fee of $150 for 100 square feet or less of license area and $300 for license area over 100 square feet; technology fee does not apply
347	Planning & Inspections	Special Privilege - Annual Fee	Sidewalk Vending Space	Flat fee of $200 for 100 square feet or less of license area and $400 for license area over 100 square feet; technology fee does not apply
348	Planning & Inspections	Special Privilege - Temporary Use Fee - Downtown Improvement Area	Street closure in Downtown Improvement Area	$53.00 per 12 hour period; technology fee does not apply
349	Planning & Inspections	Special Privilege - Temporary Use Fee	Temporary street display	$11.00 each plus the city's cost of installation, inspection and removal; technology fee does not apply
350	Planning & Inspections	Special Privilege - Temporary Use Fee	Banner Program	$11.00, plus city's cost of installation fees; technology fee does not apply
351	Planning & Inspections	Special Privilege - Temporary Use Fee	Temporary banner	$11.00 per day, plus city's cost of installation and inspection; technology fee does not apply
352	Planning & Inspections	Special Privilege - Temporary Use Fee	Street closure in a residential/apartment zone, exceeding 24 hours	$53.00 per 12 hour period; technology fee does not apply
353	Planning & Inspections	Special Privilege - Temporary Use Fee	Street closure in a commercial/manufacturing zone	$106.00 per 12 hour period; technology fee does not apply
354	Planning & Inspections	Special Privilege - Annual Fee	Aerial encroachments other than those listed	Area in square feet x market value per square foot x ten percent x seventy-five percent; minimum fee of $1,060.00; technology fee does not apply
355	Planning & Inspections	Special Privilege - Annual Fee	Surface encroachments other than those listed	Area in square feet x market value per square foot x ten percent; minimum fee of $1,060.00; technology fee does not apply
356	Planning & Inspections	Special Privilege - Annual Fee	Sub-surface encroachments other than those listed	Area in square feet x market value per square foot x ten percent x fifty percent; minimum fee of $1,060.00; technology fee does not apply
357	Planning & Inspections	Parade Permit Application - Base Fee	Application submitted at least 30 days in advance of event. Event not to exceed 24 hours.	$131.00 plus applicable technology fee
358	Planning & Inspections	Parade Permit Application-late fee	Application submitted at least 7 days but less than 30 days in advance of event. Event not to exceed 24 hours.	$131.00 plus base parade permit fee and applicable technology fee
359	Planning & Inspections	Special Event Permit Application	Application submitted at least 30 days in advance of event for areas located outside of the Downtown Improvement Area.	$371 plus applicable technology fee
360	Planning & Inspections	Special Event Permit Application-late fee	Application submitted at least 7 days but less than 30 days in advance of event.	$371.00 plus base special event permit application fee and applicable technology fee
361	Planning & Inspections	Special Event Permit Application - Downtown Improvement Area	Application submitted at least 30 days in advance of event for areas located within the Downtown Improvement Area.	$212 plus applicable technology fee
362	Planning & Inspections	Special Event Permit Application - Downtown Improvement Area- late fee	Application submitted at least 7 days but less than 30 days in advance of event.	$212.00 plus base downtown special event permit application fee and applicable technology fee
363	Planning & Inspections	Temporary Event Permit Application	Application submitted at least 30 days in advance of event. Event not to exceed 24 hours.	$131.00 plus applicable technology fee

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364	Planning & Inspections	Temporary Event Permit Application-late fee	Application submitted at least 7 days but less than 30 days in advance of event. Event not to exceed 24 hours.	$131.00 plus base temporary event permit application fee and applicable technology fee
365	Planning & Inspections	Planning Documents	Any Other Medium	Cost plus applicable technology fee
366	**Planning & Inspections**	**Planning Documents**	**Special Publications of City and Geographical Information**	
367	Planning & Inspections	Planning Documents	Planning dept. demo pack	$19 plus applicable technology fee
368	Planning & Inspections	Planning Documents	Zoning Map Series	$176 plus applicable technology fee
369	Planning & Inspections	Planning Documents	Plan El Paso	$56 plus applicable technology fee
370	Planning & Inspections	Planning Documents	Plan El Paso (single 11 x 17)	$9.00 plus applicable technology fee
371	Planning & Inspections	Planning Documents	Plan El Paso (single 24 x 36)	$18 plus applicable technology fee
372	**Planning & Inspections**	**Planning Documents**	**GIS Information**	
373	**Planning & Inspections**	**Planning Documents**	**Maps-size of longest side**	
374	Planning & Inspections	Planning Documents	up to 12"	$6 plus applicable technology fee
375	Planning & Inspections	Planning Documents	up to 24"	$12 plus applicable technology fee
376	Planning & Inspections	Planning Documents	up to 36"	$18 plus applicable technology fee
377	Planning & Inspections	Planning Documents	over 36"	$21 plus applicable technology fee
378	Planning & Inspections	Planning Documents	Street Code Book	$33 plus applicable technology fee
379	Planning & Inspections	Applications - Zoning	Zoning Condition or Special Contract - Release or Amendment	$1,195 plus applicable technology fee
380	Planning & Inspections	Applications - Zoning	Rezoning	$1,195 plus applicable technology fee
381	Planning & Inspections	Applications - Zoning	Special Permit	$1,289 plus applicable technology fee
382	Planning & Inspections	Applications - Zoning	Detailed Site Development Plan - City Council	$1,131 plus applicable technology fee
383	Planning & Inspections	Applications - Zoning	Detailed Site Development Plan Review - City Plan Commission	$648 plus applicable technology fee
384	Planning & Inspections	Applications - Zoning	Detailed Site Development Plan Review - Administrative Review	$351 plus applicable technology fee
385	Planning & Inspections	Applications - Zoning	Detailed Site Plan-Administrative Modification	$194 plus applicable technology fee.
386	Planning & Inspections	Applications - Zoning	Comprehensive Sign Plan Review - up to and including 1 acre	$352 plus applicable technology fee
387	Planning & Inspections	Applications - Zoning	Comprehensive Sign Plan Review - over 1 acre up to and including 3 acres	$415 plus applicable technology fee
388	Planning & Inspections	Applications - Zoning	Comprehensive Sign Plan Review - over 3 acres up to and including 5 acres	$495 plus applicable technology fee
389	Planning & Inspections	Applications - Zoning	Comprehensive Sign Plan Review - over 5 acres up to and including 10 acres	$562 plus applicable technology fee
390	Planning & Inspections	Applications - Zoning	Comprehensive Sign Plan Review - over 10 acres or more	$709 plus applicable technology fee
391	Planning & Inspections	Applications - Subdivisions	Major Preliminary	$2,013 plus applicable technology fee
392	Planning & Inspections	Applications - Subdivisions	Major Final	$1,902 plus applicable technology fee
393	Planning & Inspections	Applications - Subdivisions	Major Combination	$2,211 plus applicable technology fee
394	Planning & Inspections	Applications - Subdivisions	Development Plat	$1,846 plus applicable technology fee
395	Planning & Inspections	Applications - Subdivisions	Minor	$878 plus applicable technology fee
396	Planning & Inspections	Applications - Subdivisions	Re-Subdivision Preliminary	$1,695 plus applicable technology fee
397	Planning & Inspections	Applications - Subdivisions	Re-Subdivision Final	$1,857 plus applicable technology fee
398	Planning & Inspections	Applications - Subdivisions	Extension/Reinstatement	$416 plus applicable technology fee
399	Planning & Inspections	Applications - Subdivisions	Re-Subdivision Combination	$2,222 plus applicable technology fee
400	Planning & Inspections	Applications - Subdivisions	Amending	$717 plus applicable technology fee
401	Planning & Inspections	Applications - Subdivisions	Platting Determination Certificate	$80 plus applicable technology fee
402	Planning & Inspections	Subdivision Improvements Review Application	Review Only	.1-10 acres $1000 thereafter $75/acre plus applicable technology fee
403	Planning & Inspections	Subdivision Improvements	Pre application review for drainage, subdivision, commercial, flood zone	$75.00/hour plus applicable technology fee
404	Planning & Inspections	Construction Improvement Permit	Improvement Inspection	$148 + $60 per hour, plus applicable technology fee
405	Planning & Inspections	Subdivision Inspections	0.1-10.0 acre	$148 + $60 per hour, plus applicable technology fee
406	Planning & Inspections	Subdivision Inspections	10.1-30.0 acre	$255 + $60 per hour, plus applicable technology fee
407	Planning & Inspections	Subdivision Inspections	30.1-60.0 acre	$448 + $60 per hour, plus applicable technology fee
408	Planning & Inspections	Subdivision Inspections	60.1-100.0 acre	$815 + $60 per hour, plus applicable technology fee
409	Planning & Inspections	Subdivision Inspections	Over 100 acres	$1,333 + $60 per hour, plus applicable technology fee
410	Planning & Inspections	Subdivision Inspections	Pre final or final inspections	$200/hour, Plus applicable technology fee
411	Planning & Inspections	Subdivision Inspections	Preparation of Acceptance of Subdivision	$75.00/hour
412	Planning & Inspections	Applications - Grading	Grading Plan - Additional fee is required for additional review, additional inspection, or expedite review	$84 per hour applicable technology fee
413	Planning & Inspections	Applications - Subdivision Improvement Plans	Subdivision Improvement Plan - Beyond the second review additional fee	$168 per hour applicable technology fee
414	Planning & Inspections	Applications - Subdivisions	Vesting review of regulations for development applications	$297.60 plus applicable technology fee
415	Planning & Inspections	Applications - Subdivisions	Land Study - 0.0 up to and including 300 acres	$4,719 plus applicable technology fee.
416	Planning & Inspections	Applications - Subdivisions	Land Study - over 300 acres up to and including 600 acres	$6,958 plus applicable technology fee.
417	Planning & Inspections	Applications - Subdivisions	Land Study - over 600 acres up to and including 900 acres	$8,906 plus applicable technology fee.
418	Planning & Inspections	Applications - Subdivisions	Land Study - over 900 acres or more	$11,651 plus applicable technology fee.
419	Planning & Inspections	Applications - Subdivisions	Amended Land Study - 0.0 up to and including 300 acres	$2,293 plus applicable technology fee.
420	Planning & Inspections	Applications - Subdivisions	Amended Land Study - over 300 acres up to and including 600 acres	$3,381 plus applicable technology fee.
421	Planning & Inspections	Applications - Subdivisions	Amended Land Study - over 600 acres up to and including 900 acres	$4,327 plus applicable technology fee.
422	Planning & Inspections	Applications - Subdivisions	Amended Land Study - over 900 acres or more	$5,661 plus applicable technology fee.
423	Planning & Inspections	Applications - MTP Amendment	Major Thoroughfare Plan Amendment	$645 plus applicable technology fee.
424	Planning & Inspections	Comp Plan Amendment	Comprehensive Plan Amendment	$958 plus applicable technology fee

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425	Planning & Inspections	Applications - Subdivisions	Vacation of Recorded Subdivision	$1,201 plus applicable technology fee.
426	Planning & Inspections	Applications - Subdivisions	Vacation of Public Rights-of-Way or Easements	$1,938 plus applicable technology fee
427	Planning & Inspections	Applications - Subdivisions	Dedication of Rights-of-Way or Easements by Metes & Bounds	$1,538 plus applicable technology fee
428	Planning & Inspections	Applications - Subdivisions	Street Name Change	$2,056 plus applicable technology fee.
429	Planning & Inspections	Applications - Subdivisions	5-day review (Third review and any subsequent reviews)	$235 plus applicable technology fee
430	Planning & Inspections	Other Applications	Address assignment, change or verification	$18 plus applicable technology fee
431	Planning & Inspections	Other Applications	Development Agreement (includes PID applications)	$1,996 plus applicable technology fee
432	Planning & Inspections	Other Applications	Off-site park dedications	$1,996 plus applicable technology fee
433	Planning & Inspections	Other Applications	Annexation	$2,405 plus applicable technology fee
434	Planning & Inspections	Other Applications	Complete subdivision ordinance	$16 plus applicable technology fee.
435	Planning & Inspections	Other Applications	Zoning verification letter per contiguous parcels	$150 plus applicable technology fee.
436	Planning & Inspections	Other Applications	Zoning verification letter/ with specific request for information	$150 plus applicable technology fee.
437	Planning & Inspections	Other Applications	Shared Parking	$146 plus applicable technology fee.
438	Planning & Inspections	Other Applications	Special Investigation	$84 plus applicable technology fee.
439	Planning & Inspections	Other Applications	Additional requests for information for above	$84 plus applicable technology fee.
440	Planning & Inspections	Other Applications	Processing fee for high screening walls	$150 plus applicable technology fee.
441	Planning & Inspections	Other Applications	Rescind mandatory wall requirement	$150 plus applicable technology fee.
442	Planning & Inspections	Other Applications	Classification of use from zoning administrator	$150 plus applicable technology fee.
443	Planning & Inspections	Other Applications	Zoning Board of Adjustment - residential application	$728 plus applicable technology fee.
444	Planning & Inspections	Other Applications	Zoning Board of Adjustment - commercial application	$728 plus applicable technology fee.
445	Planning & Inspections	Legal Nonconforming	Registration for Legal Nonconforming use	$123 plus applicable technology fee
446	Planning & Inspections	Neighborhood Conservancy Overlay (NCO) - CRC review	Neighborhood Conservancy Overlay (NCO) - CRC review	$212 plus applicable technology fee
447	Planning & Inspections	Other Applications	Pre-application meeting	$73/hr plus applicable technology fee
448	Planning & Inspections	Historic Landmark Commission	Appeal of Historic Landmark commission decision	$308 plus applicable technology fee.
449	Planning & Inspections	Development	CLOMR or LOMR or any other FEMA's application for review	$80.00/hour plus applicable technology fee
450	Planning & Inspections	Development	Third party review for CLOMR or LOMR	$130.00/hour plus applicable technology fee
451	Planning & Inspections	Development	Flood Determination Letter	$25.00 plus applicable technology fee.
452	Planning & Inspections	Electronic Conversion	Flat fee for COEP to convert Paper plans to Electronic Documents- Residential	$24.00 plus applicable tech fee
453	Planning & Inspections	Electronic Conversion	Flat fee for COEP to convert Paper plans to Electronic Documents- Engineering- Land Development	$30.00 plus applicable technology fee
454	Planning & Inspections	Electronic Conversion	Flat fee for COEP to convert Paper plans to Electronic Documents- Commercial	$45.00 plus applicable technology fee
455	Planning & Inspections	Administrative Fee (Permit Cancellation)	Permit cancellation fee for permits that are not assessed a plan review fee.	Equal to 30% of permit fee plus applicable technology fee
456	Planning & Inspections	Electronic Conversion	Flat fee for COEP to convert Paper plans to Electronic Documents – Planning	$30.00 plus applicable technology fee
457	Planning & Inspections	Completion Permit	Completion Permit for Plumbing, Mechanical or Electrical Permits	50% of original mechanical, plumbing or electrical permit fee or the base fee, whichever is higher plus applicable technology fee
458	Planning & Inspections	Board and Secure Permit Fee	Board and Secure Permit Fee:	Level I: Single Family and up to a quadraplex on one parcel or commercial building less than 5,000 sq. ft.: $115 Level II: Commercial building greater than 5,000 sq. ft. but less than 10,000 sq. ft.: $231 Level III: Commercial building greater than 10,000 sq. ft.: $346 plus applicable technology fee
459	Planning & Inspections	Plan Review - Re-Submission Fee		$212 plus applicable technology fee
460	Planning & Inspections	Plan Review- Expedited Review 1 - For construction permits with valuation equal to or greater than $300,000.00		Six hundred forty five dollars ($645) plus one hundred and fifty six dollars ($156) for each hour or portion of an hour of plan review time plus applicable technology fee.
461	Planning & Inspections	Plan Review - Expedited Review 2 - For construction permits with valuation less than $300,000.00		Two hundred and fifty six dollars ($256) plus ninety four dollars ($94) for each hour or portion of an hour of plan review time plus applicable technology fee.
462	Planning & Inspections	Commercial Plan Review - Review Fee		Equal to 30% of building permit fee plus applicable technology fee
463	Planning & Inspections	Appeals Board Fees		$555 plus applicable technology fee
464	Planning & Inspections	Building and Standards Commission	Hearing/Rehearing for Building and Standards Comm.	$555 plus applicable technology fee
465	Planning & Inspections	Building Permits	Solar Shingle per 100 sq. ft.	$14 per sq. ft. plus base fee plus applicable technology fee
466	Planning & Inspections	Building Permits	Contractor starting work without a permit on a residential building, structure, electrical, gas, mechanical, irrigation, or plumbing system before obtaining the necessary permits or written authorization from the building official	Triple the permit fee for working without a permit plus applicable technology fee
467	Planning & Inspections	Building Permits	Contractor starting work without a permit on a commercial building, structure, electrical, gas, mechanical, irrigation, or plumbing system before obtaining the necessary permits or written authorization from the building official	Triple the permit fee for working without a permit plus applicable technology fee
468	Planning & Inspections	Building Permits	Homeowner starting work without a permit on his own residential building, structure, electrical, gas, mechanical, irrigation or plumbing system before obtaining the necessary permits or written authorization from the building official	Double the permit fee for working without a permit plus applicable technology fee
469	Planning & Inspections	Building Permits	Permit which require only one inspection	$76 plus applicable technology fee
470	Planning & Inspections	Building Permits	Pre-Inspection Fee	$76 plus applicable technology fee
471	Planning & Inspections	Building Permits	building/existing building C of O	$76 plus applicable technology fee
472	Planning & Inspections	Building Permits	building /fences	$76 plus applicable technology fee
473	Planning & Inspections	Building Permits	Building/electrical fence	$152 plus applicable technology fee

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474	Planning & Inspections	Building Permits	building/placement	$76 plus applicable technology fee
475	Planning & Inspections	Building Permits	building/plumbing/CHP	$76 plus applicable technology fee
476	Planning & Inspections	Building Permits	building/right of way	$76 plus applicable technology fee
477	Planning & Inspections	Building Permits	building/siding	$76 plus applicable technology fee
478	Planning & Inspections	Building Permits	building/weatherization	$76 plus applicable technology fee
479	Planning & Inspections	Building Permits	building/windows	$76 plus applicable technology fee
480	Planning & Inspections	Building Permits	Permit which require two inspections	$115 plus applicable technology fee
481	Planning & Inspections	Building Permits	Demolition Permit	$115 plus applicable technology fee
482	Planning & Inspections	Building Permits	building/residential/swimming pool, spa	$115 plus applicable technology fee
483	Planning & Inspections	Building Permits	building/retaining walls	$115 plus applicable technology fee
484	Planning & Inspections	Building Permits	Moving a building	$115 plus applicable technology fee
485	**Planning & Inspections**	**Building Permits**	**Temporary structures-amusement devices**	
486	Planning & Inspections	Building Permits	per ride-per month	$9 plus applicable technology fee
487	Planning & Inspections	Building Permits	minimum	$51 plus applicable technology fee
488	Planning & Inspections	Building Permits	Cellular Service	Based on the valuation of the tower. The same as a commercial building. plus applicable technology fee
489	Planning & Inspections	Sidewalk, Street and Public ROW Rental	Permit Fee	$40 plus applicable technology fee
490	Planning & Inspections	Sidewalk, Street and Public ROW Rental	Per Month	$ 0.14 / Sq. ft. plus applicable technology fee
491	Planning & Inspections	Sidewalk, Street and Public ROW Rental	minimum	$51 plus applicable technology fee
492	**Planning & Inspections**	**Sidewalk, Street and Public ROW Rental**	**If the street rental prevents use of :**	
493	Planning & Inspections	Sidewalk, Street and Public ROW Rental	If the street rental prevents use of on-street parking meters	$9/day per meter plus applicable technology fee
494	Planning & Inspections	Building Permits - Commercial		For Structural repair work costing over five hundred dollars ($500.00) and less than fifteen thousand dollars ($15,000.00), all repair work, new work and remodeling with a valuation up to and not including fifteen thousand dollars and requiring plans and plan review, the fee shall be one hundred sixty dollars and forty-nine cents ($160.49) plus plan review fee and applicable technology fee.
495	Planning & Inspections	Building Permits - Commercial		For a valuation from fifteen thousand dollars and including one hundred thousand dollars, the fee shall be one hundred sixty-one dollars and twelve cents ($161.12) for the first fifteen thousand dollars plus eight dollars and forty-eight cents ($8.48) per thousand for each additional thousand or fraction thereof by which the valuation exceeds fifteen thousand dollars plus plan review fee and applicable technology fee.
496	Planning & Inspections	Building Permits - Commercial		For a valuation over one hundred thousand dollars up to and including five hundred thousand dollars, the fee shall be eight hundred thirty-seven dollars and forty cents ($837.40) for the first one hundred thousand dollars, plus six dollars and thirty-six cents ($6.36) for each one thousand dollars or fraction thereof by which the valuation exceeds one hundred thousand dollars plus plan review fee and applicable technology fee.
497	Planning & Inspections	Building Permits - Commercial		For a valuation over five hundred thousand dollars up to and including one million dollars, the fee shall be three thousand one hundred twelve dollars and seventy-two cents ($3,112.72) for the first five hundred thousand dollars plus three dollars and twenty eight cents ($3.28) for each one thousand dollars of fraction thereof by which the valuation exceeds five hundred thousand dollars plus plan review fee and applicable technology fee.
498	Planning & Inspections	Building Permits - Commercial		For a valuation over one million dollars, the fee shall be four thousand seven hundred fifty-eight dollars and thirty-four cents ($4,758.34) for the first one million dollars plus two dollars and twelve cents ($2.12) for each one thousand dollars of fraction thereof by which the valuation exceeds one million thousand dollars plus plan review fee and applicable technology fee.
499	Planning & Inspections	Building Permits - Commercial	Commercial Swimming Pool	$238 plus applicable technology fee
500	Planning & Inspections	Building Permits - Commercial	Commercial Spa	$185 plus applicable technology fee
501	Planning & Inspections	Building Permits	Completion Permit	50% of current permit fee plus applicable technology fee
502	Planning & Inspections	Building Permits	Foundation Only Permit	10% of total permit fee plus applicable technology fee

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503	Planning & Inspections	Building Permits - Commercial	Shell Permit	80% of building permit fee plus applicable technology fee
504	Planning & Inspections	Building Permits - Commercial	Tenant Improvement Permit For Existing Buildings	20% of building permit fee plus applicable technology fee
505	Planning & Inspections	Building Permits - Commercial	Tenant Improvement Permit For New Buildings	20% of building permit fee plus applicable technology fee
506	Planning & Inspections	Landscape Buyout Fee	Landscape Buyout Fee	Landscape fees in lieu of installation Calculation based on $5,300 per plan unit. plus applicable technology fee
507	Planning & Inspections	Single Family Residential Landscape Buyout Fee	Landscape Buyout Fee	Landscape fees in lieu of installation $150 plus applicable technology fee
508	Planning & Inspections	Electrical Permits		Repairs or alterations costing under $1,000.00 requiring building permit fee shall be according to Schedule B. plus applicable technology fee
509	Planning & Inspections	Electrical Permits	$1,000.00 to $6,000.00	Repair work costing over $1,000.00 and all new and remodeling work with a building permit valuation up to including $6,000.00 shall be $76 plus applicable technology fee.
510	Planning & Inspections	Electrical Permits	$6,000.00 to $15,000.00	Building permit valuation over $6,000.00 shall be $78 for the first $6,000.00 plus $1.05 for each additional thousand of fraction thereof up to and including $15,000.00 plus applicable technology fee.
511	Planning & Inspections	Electrical Permits	$15,000.00 to $100,000.00	Building permit valuation over $15,000 fee shall be $89 for the first $15,000.00 plus $1.05 for each additional thousand or fraction thereof up to and including $100,000.00 plus applicable tech fee.
512	Planning & Inspections	Electrical Permits	$100,000.00 to $500,000.00	Building permit valuation over $100,000.00 shall be $222 for the first $100,000.00 plus $1.05 for each additional thousand or fraction thereof up to and including $500,000.00 plus applicable technology fee.
513	Planning & Inspections	Electrical Permits	$500,000.00 to $1,000,000.00	Building permit valuation over $500,000.00 shall be $634 for the first $500,000.00 plus $1.05 for each additional thousand or fraction thereof up to and including $1,000,000.00 plus applicable technology fee.
514	Planning & Inspections	Electrical Permits	$1,000,000.00 and over	Building permit valuation over $1,000,000.00 shall be $1,051 for the first $1,000,000.00 plus $1.05 for each additional thousand for fraction plus applicable technology fee.
515	Planning & Inspections	Electrical Permits		Fees as herein established shall be paid for ordinary minor repairs costing under $1,000.00 or jobs without building permits plus applicable technology fee
516	Planning & Inspections	Other Applications	Neighborhood Conservancy Overlay (NCO) - Appeal	$121 plus applicable technology fee
517	Planning & Inspections	Electrical Permits	Base fee, ea. (non-refundable)	$76 plus applicable technology fee
518	**Planning & Inspections**	**Electrical Permits**	**Service entrance:**	
519	Planning & Inspections	Electrical Permits	Each Temporary Service or Each Service Release	$30 based on quantity plus base fee and applicable technology fee
520	**Planning & Inspections**	**Electrical Permits**	**New change or replace**	
521	Planning & Inspections	Electrical Permits	Each Service or new/replacement of electrical panel/panel board	$47 based on quantity plus base fee and applicable technology fee
522	Planning & Inspections	Electrical Permits	Max Service Entrance Fee	$130 plus applicable technology fee
523	**Planning & Inspections**	**Electrical Permits**	**Outlets:**	
524	Planning & Inspections	Electrical Permits	1 to 20 ea.	$1.17 Based on quantity plus base fee and applicable technology fee
525	Planning & Inspections	Electrical Permits	21 to 40 ea.	$0.90 Based on quantity plus base fee and applicable technology fee
526	Planning & Inspections	Electrical Permits	Over 40 ea.	$0.90 Based on quantity plus base fee and applicable technology fee
527	**Planning & Inspections**	**Electrical Permits**	**Fixtures:**	
528	Planning & Inspections	Electrical Permits	Range, ea.	$3.18 Based on quantity plus base fee and applicable technology fee
529	Planning & Inspections	Electrical Permits	Dryer, ea.	$3.18 Based on quantity plus base fee and applicable technology fee
530	Planning & Inspections	Electrical Permits	Water heater, ea.	$3.18 Based on quantity plus base fee and applicable technology fee
531	Planning & Inspections	Electrical Permits	Furnace, ea.	$3.18 Based on quantity plus base fee and applicable technology fee
532	Planning & Inspections	Electrical Permits	Dishwater, ea.	$3.18 Based on quantity plus base fee and applicable technology fee
533	Planning & Inspections	Electrical Permits	Garbage disposal, ea.	$3.18 Based on quantity plus base fee and applicable technology fee
534	Planning & Inspections	Electrical Permits	Trash compactor, ea.	$3.18 Based on quantity plus base fee and applicable technology fee
535	Planning & Inspections	Electrical Permits	Bathroom heater, ea.	$3.18 Based on quantity plus base fee and applicable technology fee
536	Planning & Inspections	Electrical Permits	Evaporative cooler, ea.	$3.18 Based on quantity plus base fee and applicable technology fee
537	Planning & Inspections	Electrical Permits	Refrigerated air conditioner, per ton	$1.05 based on quantity plus base fee and applicable technology fee
538	Planning & Inspections	Electrical Permits	Transformer type welder, ea.	$13 based on quantity plus base fee and applicable technology fee

Line No.	Department	Fee Description	Detail	FY 2022 Adopted
539	Planning & Inspections	Electrical Permits	X-ray machine, ea.	$38 based on quantity plus base fee and applicable technology fee
540	**Planning & Inspections**	**Electrical Permits**	**Fractional H.P. Motor, per H.P:**	
541	Planning & Inspections	Electrical Permits	1 to 10 H.P.	$2.11 based on quantity plus base fee and applicable technology fee
542	Planning & Inspections	Electrical Permits	Over 10 H.P., ea.	$1.05 based on quantity plus base fee and applicable technology fee
543	**Planning & Inspections**	**Electrical Permits**	**Motor, per H.P.**	
544	Planning & Inspections	Electrical Permits	1 to 20 H.P., ea.	$2.11 based on quantity plus base fee and applicable technology fee
545	Planning & Inspections	Electrical Permits	Over 20 H.P., ea.	$1.05 based on quantity plus base fee and applicable technology fee
546	Planning & Inspections	Electrical Permits	Feed rail and bus way, per linear foot	$0.74 based on quantity plus base fee and applicable technology fee
547	Planning & Inspections	Electrical Permits	Under floor duct or cellular raceway/conduit per linear foot	$0.27 based on quantity plus base fee and applicable technology fee
548	Planning & Inspections	Electrical Permits	Power or lighting transformer per k.v.a.	$1.05 based on quantity plus base fee and applicable technology fee
549	Planning & Inspections	Electrical Permits	Mobile home	$14 based on quantity plus base fee and applicable technology fee
550	**Planning & Inspections**	**Electrical Permits**	**T.V. Outlets-master systems only:**	
551	Planning & Inspections	Electrical Permits	Base fee	$24 based on quantity plus base fee and applicable technology fee
552	Planning & Inspections	Electrical Permits	Plus per outlet	$2 based on quantity plus base fee and applicable technology fee
553	Planning & Inspections	Electrical Permits	Swimming pool; hot-tub; spa; Jacuzzi; ea.	$46 based on quantity plus base fee and applicable technology fee
554	Planning & Inspections	Electrical Permits	Temporary installation such as carnivals, show windows, conventions, etc., ea.	$51 based on quantity plus base fee and applicable technology fee
555	Planning & Inspections	Electrical Permits	Generators	$51 based on quantity plus base fee and applicable technology fee
556	Planning & Inspections	Electrical Permits	Others not covered	$14 based on quantity plus base fee and applicable technology fee
557	Planning & Inspections	Electrical Permits	Re-inspection fee, ea.	$65 and applicable technology fee
558	Planning & Inspections	Electrical Permits	Solar heating systems	$24 based on quantity plus base fee and applicable technology fee
559	Planning & Inspections	Electrical Permits	Solar panels, ea.	$14 based on quantity plus base fee and applicable technology fee
560	Planning & Inspections	Mechanical	Base fee, ea. (non-refundable)	$77 and applicable technology fee
561	Planning & Inspections	Mechanical	Boiler: 5 horsepower or less, ea.	$36 based on quantity plus base fee and applicable technology fee
562	Planning & Inspections	Mechanical	Boiler Horsepower additional over 5, ea.	$36 plus $6.35 per horsepower over 5, based on quantity plus base fee and applicable technology fee
563	Planning & Inspections	Mechanical	Each evaporative cooler	$24 based on quantity plus base fee and applicable technology fee
564	Planning & Inspections	Mechanical	Each force air or gravity heater or furnace	$24 based on quantity plus base fee and applicable technology fee
565	Planning & Inspections	Mechanical	Non-ducted heating appliances; wall, space, unit infrared heaters, ea.	$22 Based on quantity plus base fee and applicable technology fee
566	Planning & Inspections	Mechanical	Combination heating-cooling unit or refrigeration unit, ea.	$47 plus $6.35 per ton plus base fee and applicable technology fee
567	Planning & Inspections	Mechanical	Heat exchanger, ea.	$22 Based on quantity plus base fee and applicable technology fee
568	Planning & Inspections	Mechanical	Air handlers and mixing boxes, ea.	$22 Based on quantity plus base fee and applicable technology fee
569	Planning & Inspections	Mechanical	Perimeter convectors, per linear foot	$3.18 Based on quantity plus base fee and applicable technology fee
570	Planning & Inspections	Mechanical	Cooling tower	$39 plus base fee and applicable technology fee
571	Planning & Inspections	Mechanical	Power units: icemakers, walk-in coolers, reach -in coolers, etc., ea.	$24 plus $6.35 per ton, ventilation system and/or fans, ducts and applicable technology fee
572	Planning & Inspections	Mechanical	Icemakers not a portion of heating and cooling system no tons	$36 plus base fee and applicable technology fee
573	Planning & Inspections	Mechanical	Condensate drains	$9 based on quantity plus base fee and applicable technology fee
574	Planning & Inspections	Mechanical	Solar Systems (excluding duct work)	$36 plus base fee and applicable technology fee
575	Planning & Inspections	Mechanical	Collectors	$20 Based on quantity plus base fee and applicable technology fee
576	Planning & Inspections	Mechanical	Hood and/or exhaust fan, duct: Residential	$9.54 based on quantity plus base fee and applicable technology fee
577	Planning & Inspections	Mechanical	Type 1 Hood and/or exhaust fan, duct: Non-Residential	$153 plus base fee and applicable technology fee
578	Planning & Inspections	Mechanical	Type 2 Hood and/or exhaust fan, duct: Non-Residential	$77 plus base fee and applicable technology fee
579	Planning & Inspections	Mechanical	Restroom exhaust fan and/or duct/Dryer Vent: Residential	$6.35 Based on quantity plus base fee and applicable technology fee
580	Planning & Inspections	Mechanical	Restroom exhaust fan and/or duct/Dryer Vent: Non-Residential	$9.53 based on quantity plus base fee and applicable technology fee
581	Planning & Inspections	Mechanical	Fire dampers, ea.	$3.18 Based on quantity plus base fee and applicable technology fee
582	Planning & Inspections	Mechanical	Humidifiers, ea.	$20.11 Based on quantity plus base fee and applicable technology fee
583	Planning & Inspections	Mechanical	Ducts: Heating, cooling and/or under slab 1-10 openings	$21.24 Based on quantity plus base fee and applicable technology fee
584	Planning & Inspections	Mechanical	Ducts: Heating, cooling and/or under slab 11-20 openings	$27.54 Based on quantity plus base fee and applicable technology fee
585	Planning & Inspections	Mechanical	Ducts: Heating, cooling and/or under slab 21-30 openings	$34 based on quantity plus base fee and applicable technology fee
586	Planning & Inspections	Mechanical	Ducts: Heating, cooling and/or under slab over 30 openings	$36 plus $1 for each opening plus base fee and applicable technology fee
587	Planning & Inspections	Mechanical	Re-inspection fee, ea.	$65 and applicable technology fee

Line No.	Department	Fee Description	Detail	FY 2022 Adopted
588	Planning & Inspections	Plumbing	Base fee, ea. (non-refundable)	$76 and applicable technology fee
589	Planning & Inspections	Plumbing	Fixture: Backflow prevention device	$9.53 Based on quantity plus base fee and applicable technology fee
590	Planning & Inspections	Plumbing	house to sewer curb cut	$26.48 plus base fee and applicable technology fee
591	Planning & Inspections	Plumbing	Sewer tap	$10.59 plus base fee and applicable technology fee
592	Planning & Inspections	Plumbing	Water closet 1-5	$20.12 plus base fee and applicable technology fee
593	Planning & Inspections	Plumbing	Water closet over 5	$14.83 plus base fee and applicable technology fee
594	Planning & Inspections	Plumbing	Water closet reset	$14.83 plus base fee and applicable technology fee
595	Planning & Inspections	Plumbing	Inspection outside City limit	$76.25 and applicable technology fee
596	Planning & Inspections	Plumbing	re-inspection	$64.60 and applicable technology fee
597	Planning & Inspections	Plumbing	surcharge on above fees	$96.36 and applicable technology fee
598	Planning & Inspections	Plumbing	additional surcharge after water connected	$96.36 and applicable technology fee
599	Planning & Inspections	Plumbing	Consumer Health Permit - Inspections for 3 compartment sink, grease trap, etc.	$76.25 and applicable technology fee
600	Planning & Inspections	Plumbing	Grease trap, sand traps, separation tanks, dental chair, dishwater, washing machine, garbage disposal unit, water softener, electric water heater, indirect waste line into plumbing drain or fixture, (all other this category), ea.	$10.59 based on quantity plus base fee and applicable technology fee
601	Planning & Inspections	Plumbing	Commercial roof drain, ea.	$8.47 based on quantity plus base fee and applicable technology fee
602	Planning & Inspections	Plumbing	Bathtub, shower, lavatory, kitchen sink, commercial sink, (per section) urinal, bidet, drinking fountain, ea.	$8.47 based on quantity plus base fee and applicable technology fee
603	Planning & Inspections	Plumbing	Vehicular dump station	$16.95 Based on quantity plus base fee and applicable technology fee
604	Planning & Inspections	Plumbing Sewer ejectors	Single	$15.89 Based on quantity plus base fee and applicable technology fee
605	Planning & Inspections	Plumbing Sewer ejectors	Dual	$24.35 based on quantity plus base fee and applicable technology fee
606	Planning & Inspections	Plumbing	Solar heating systems	$24.35 based on quantity plus base fee and applicable technology fee
607	Planning & Inspections	Plumbing	Solar panels, ea.	$13.76 based on quantity plus base fee and applicable technology fee
608	Planning & Inspections	Plumbing	Back-up water heaters, gas	$13.76 based on quantity plus base fee and applicable technology fee
609	Planning & Inspections	Plumbing	Storage tank	$11.55 Based on quantity plus base fee and applicable technology fee
610	Planning & Inspections	Plumbing Permits	Appliances	$76.25 permit fee plus $17.47 per fixture and applicable technology fee
611	Planning & Inspections	Irrigation System	Irrigation base fee for residential	$73.07 (Add fixtures below to base residential irrigation fee) and applicable technology fee
612	Planning & Inspections	Irrigation System	Irrigation Base fee for Commercial	$64.00 (Add fixtures below to base commercial irrigation fee) and applicable technology fee
613	Planning & Inspections	Irrigation System	Fixture: Control valve (each section)	$9.53 Based on quantity and applicable technology fee
614	Planning & Inspections	Irrigation System	Fixture: Backflow preventive device	$9.53 Based on quantity and applicable technology fee
615	Planning & Inspections	Irrigation System	Fixture: Sprinkler head, ea.	$0.64 Based on quantity and applicable technology fee
616	Planning & Inspections	Irrigation System	Fixture: Drips, ea.	$0.14 Based on quantity and applicable technology fee
617	Planning & Inspections	Irrigation System	Fixture: Bubblers, ea.	$0.14 Based on quantity and applicable technology fee
618	Planning & Inspections	Irrigation System	Subterranean irrigation systems per square yard irrigated	$0.14 Based on quantity and applicable technology fee
619	Planning & Inspections	Plumbing	Swimming pools	$76 and applicable technology fee
620	Planning & Inspections	Plumbing	Jacuzzi (Hot Tubs), Therapy tubs, whirlpools, ea.	$76 and applicable technology fee
621	Planning & Inspections	Plumbing	Jacuzzi (Hot Tubs), Therapy tubs, whirlpools, ea. additionally if included with swimming pool	$13.76 based on quantity plus base fee and applicable technology fee
622	Planning & Inspections	Plumbing	Gas water heater (pool, Jacuzzi, etc.)	$13.76 based on quantity plus base fee and applicable technology fee
623	Planning & Inspections	Plumbing	Cartridge filters (pool, Jacuzzi, etc.)	$8.47 based on quantity plus base fee and applicable technology fee
624	Planning & Inspections	Plumbing	Plumbing work no fixtures or sewer	$76 and applicable technology fee
625	Planning & Inspections	Plumbing	Mobile home hook-ups	$76 and applicable technology fee
626	Planning & Inspections	Gas	Base fee, ea. (non-refundable)	$76 and applicable technology fee
627	Planning & Inspections	Gas	Gas opening, appliance by others, ea.	$7.41 Based on quantity plus base fee and applicable technology fee
628	Planning & Inspections	Gas	Commercial cooking unit, (ovens, etc.), ea.	$13.76 based on quantity plus base fee and applicable technology fee
629	Planning & Inspections	Gas	Domestic cooking unit	$10.59 based on quantity plus base fee and applicable technology fee
630	Planning & Inspections	Gas Water Heater	Gas Water Heater	$13.76 based on quantity plus base fee and applicable technology fee
631	Planning & Inspections	Gas	Commercial clothes dryer	$13.76 based on quantity plus base fee and applicable technology fee
632	Planning & Inspections	Gas	Residential clothes dryer	$10.59 based on quantity plus base fee and applicable technology fee
633	Planning & Inspections	Gas-Unducted heating appliances	Circulating wall, ceiling, space, unit-infra-red, ea.	$20.11 based on quantity plus base fee and applicable technology fee
634	Planning & Inspections	Gas	Lighting unit, log lighter	$10.59 based on quantity plus base fee and applicable technology fee
635	Planning & Inspections	Gas	Floor furnace	$15.89 based on quantity plus base fee and applicable technology fee
636	Planning & Inspections	Gas	Service yard line	$13.76 based on quantity plus base fee and applicable technology fee

Line No.	Department	Fee Description	Detail	FY 2022 Adopted
637	Planning & Inspections	Gas	Gas refrigerator	$13.76 based on quantity plus base fee and applicable technology fee
638	Planning & Inspections	Gas	Re-inspection	$65 and applicable technology fee
639	Planning & Inspections	Building Permit - Residential	For additional lines than 400 square feet	$307 and applicable technology fee
640	Planning & Inspections	Third party building permit discount	Discount for residential permit when builder utilizes third party services for process.	• First 400 TPRN permits issued, $100 reduction in individual permit cost • Subsequent 100 TPRN permits issued (401 to 500), $125 reduction in permit cost • Subsequent permits in excess of 500 permits issued, $150 reduction in permit cost
641	Planning & Inspections	Building Permit - Residential	For additions or new single family residential construction between 401-1299 square feet, to include a single structure on one parcel that contains a single family dwelling duplex, triplex, or quadraplex.	$0.87 per square foot plus applicable Technology Fee.
642	Planning & Inspections	Building Permit - Residential	For additions or new single family residential construction between 1300-2399 square feet, to include a single structure on one parcel that contains a single family dwelling duplex, triplex, or quadraplex.	$0.82 per square foot plus applicable Technology Fee.
643	Planning & Inspections	Building Permit - Residential	For additions or new single family residential construction between 2400-3399 square feet, to include a single structure on one parcel that contains a single family dwelling duplex, triplex, or quadraplex.	$0.81 per square foot plus applicable Technology Fee.
644	Planning & Inspections	Building Permit - Residential	For additions or new single family residential construction between 3400-4399 square feet, to include a single structure on one parcel that contains a single family dwelling duplex, triplex, or quadraplex.	$0.72 per square foot plus applicable Technology Fee.
645	Planning & Inspections	Building Permit - Residential	For additions or new single family residential construction greater than 4400 square feet, to include a single structure on one parcel that contains a single family dwelling duplex, triplex, or quadraplex.	$0.61 per square foot plus applicable Technology Fee.
646	Planning & Inspections	Building Permit - Residential	Residential Permit	Total Permit cost will be comprised of the following: Master Permit-66%; Electrical-20%; Plumbing-7%; Mechanical-7%; applicable technology fee will be assessed to each permit.
647	Planning & Inspections	Building Permit	Inspection fee-business hours	$75 plus applicable technology fee
648	Planning & Inspections	Building Permit	Inspection fee-non business hours (Two hour minimum)	$77 (Two Hour Minimum) plus applicable technology fee
649	Planning & Inspections	Building Permit	Inspection fee-Expedited "On-Demand" inspections (Two hour minimum)	$77 (Two Hour Minimum) plus applicable technology fee
650	Planning & Inspections	Building Permit	Investigative Inspection Permit	$75 plus applicable technology fee
651	Planning & Inspections	Sign Permits	Sign Permit	A basic sign valuation shall be determined for all signs by multiplying the sign area in square feet by the appropriate value from the following table:
652	**Planning & Inspections**	**Sign Permits**	**Sign Height (Ft)**	
653	Planning & Inspections	Sign Permits	Non-illuminated	Single Face
654	Planning & Inspections	Sign Permits	1 up to and including 20 Ft in Height	$14.00 plus applicable technology fee
655	Planning & Inspections	Sign Permits	over 20 ft. up to and including 30 ft. in height	$16.00 plus applicable technology fee
656	Planning & Inspections	Sign Permits	over 30 ft. up to and including 40 ft. in height	$17.00 plus applicable technology fee
657	Planning & Inspections	Sign Permits	over 40 ft. up to and including 50 ft. in height	$18.00 plus applicable technology fee
658	Planning & Inspections	Sign Permits	over 50 ft. up to and including 60 ft. in height	$20.00 plus applicable technology fee
659	Planning & Inspections	Sign Permits	Over 60 ft. in Height	$21.00 plus applicable technology fee
660	**Planning & Inspections**	**Sign Permits**	**Non-illuminated**	
661	Planning & Inspections	Sign Permits	1 up to and including 20 ft. in Height	$20.00 plus applicable technology fee
662	Planning & Inspections	Sign Permits	over 20 ft. up to and including 30 ft. in height	$23.00 plus applicable technology fee
663	Planning & Inspections	Sign Permits	over 30 ft. up to and including 40 ft. in height	$24.00 plus applicable technology fee
664	Planning & Inspections	Sign Permits	over 40 ft. up to and including 50 ft. in height	$26.00 plus applicable technology fee
665	Planning & Inspections	Sign Permits	over 50 ft. up to and including 60 ft. in height	$29.00 plus applicable technology fee
666	Planning & Inspections	Sign Permits	Over 60 ft. in Height	$30.00 plus applicable technology fee
667	**Planning & Inspections**	**Sign Permits**	**Sign Height (Ft)**	
668	Planning & Inspections	Sign Permits	Illuminated	Single Face
669	Planning & Inspections	Sign Permits	1 up to and including 20 ft. in Height	$25.00 plus applicable technology fee
670	Planning & Inspections	Sign Permits	over 20 ft. up to and including 30 ft. in height	$30.00 plus applicable technology fee
671	Planning & Inspections	Sign Permits	over 30 ft. up to and including 40 ft. in height	$34.00 plus applicable technology fee
672	Planning & Inspections	Sign Permits	over 40 ft. up to and including 50 ft. in height	$37.00 plus applicable technology fee
673	Planning & Inspections	Sign Permits	over 50 ft. up to and including 60 ft. in height	$39.00 plus applicable technology fee
674	Planning & Inspections	Sign Permits	Over 60 ft. in Height	$41.00 plus applicable technology fee
675	Planning & Inspections	Sign Permits	Illuminated Double Face	Double Face
676	Planning & Inspections	Sign Permits	1 up to and including 20 ft. in Height	$39.00 plus applicable technology fee
677	Planning & Inspections	Sign Permits	over 20 ft. up to and including 30 ft. in height	$47.00 plus applicable technology fee
678	Planning & Inspections	Sign Permits	over 30 ft. up to and including 40 ft. in height	$50.00 plus applicable technology fee
679	Planning & Inspections	Sign Permits	over 40 ft. up to and including 50 ft. in height	$53.00 plus applicable technology fee
680	Planning & Inspections	Sign Permits	over 50 ft. up to and including 60 ft. in height	$56.00 plus applicable technology fee
681	Planning & Inspections	Sign Permits	Over 60 ft. in Height	$59.00 plus applicable technology fee
682	Planning & Inspections	Sign Permits	Off-Premise Sign Demolition	$76.00 plus applicable technology fee
683	Planning & Inspections	Sign Permits	For sign valuations equal to or less than two hundred dollars ($200.00). Except for temporary real estate signs.	$51.00 plus applicable technology fee

Line No.	Department	Fee Description	Detail	FY 2022 Adopted
684	Planning & Inspections	Sign Permits		For sign valuations of two hundred one ($201.00), up to and including one thousand, sign permit fee shall be fifty two dollars and forty one cents ($52.41) plus two dollars and eighteen cents ($2.18) for each one hundred or portion thereof over two hundred plus applicable technology fee.
685	Planning & Inspections	Sign Permits		For sign valuation of one thousand one ($1,001.00), up to and including ten thousand, sign permit fee shall be sixty-eight dollars and seventy-eight cents ($68.78) plus twelve dollars and one cent ($12.01) for each one thousand or portion thereof over one thousand plus applicable technology fee.
686	Planning & Inspections	Sign Permits		For sign valuations over ten thousand one ($10,001.00), up to and including twenty-five thousand sign permit fee shall be one hundred seventy five dollars and seventy-eight cents ($175.78) plus twenty-five dollars and forty-two cents ($25.42) for each one thousand or portion thereof over ten thousand plus applicable technology fee.
687	Planning & Inspections	Sign Permits		For sign valuations over twenty-five thousand and one ($25,001.00), sign permit fee shall be five hundred ninety-two dollars and eighty-five cents ($592.85) plus thirty-eight dollars and twenty-one cents ($38.12) for each one thousand or portion thereof over twenty-five thousand plus applicable technology fee.
688	Planning & Inspections	Fire Permits	Fire Sprinkler or Fire Extinguishing System	Minimum Fee $77 plus applicable technology fee
689	**Planning & Inspections**	**Fire Permits**	**Number of Sprinkler heads**	
690	Planning & Inspections	Fire Permits	1 to 15	$77 plus applicable technology fee
691	Planning & Inspections	Fire Permits	16 to 75	$118 plus applicable technology fee
692	Planning & Inspections	Fire Permits	76 to 100	$158 plus applicable technology fee
693	Planning & Inspections	Fire Permits	101 to 200	$236 plus applicable technology fee
694	Planning & Inspections	Fire Permits	201 to 300	$277 plus applicable technology fee
695	Planning & Inspections	Fire Permits	Over 300	$316 plus applicable technology fee
696	Planning & Inspections	Fire Permits	Fire Suppression Systems for Cooking Operations	$77 plus applicable technology fee
697	**Planning & Inspections**	**Fire Permits**	**Number of Devices**	
698	Planning & Inspections	Fire Permits	1 to 5	$77 plus applicable technology fee
699	Planning & Inspections	Fire Permits	6 to 20	$118 plus applicable technology fee
700	Planning & Inspections	Fire Permits	21 to 40	$158 plus applicable technology fee
701	Planning & Inspections	Fire Permits	41 to 60	$198 plus applicable technology fee
702	Planning & Inspections	Fire Permits	61 to 100	$236 plus applicable technology fee
703	Planning & Inspections	Fire Permits	over 100	$278 plus applicable technology fee
704	Planning & Inspections	Fire Permits	1 to 3 fire hydrants	$77 plus applicable technology fee
705	Planning & Inspections	Fire Permits	4 to 6 fire hydrants	$118 plus applicable technology fee
706	Planning & Inspections	Fire Permits	over 6 fire hydrants	$158 plus applicable technology fee
707	Planning & Inspections	Building Permit	Roofing Permit	$118 plus applicable technology fee
708	Planning & Inspections	Building Permit	Certified Roofing Permit	$77 plus applicable technology fee
709	Planning & Inspections	Building Permit	Sidewalk Permit	$77 plus applicable technology fee
710	Planning & Inspections	Building Permit	Sidewalk Permit- Re-inspection	$65 plus applicable technology fee
711	Planning & Inspections	Building Permit	Driveway Permit	$77 plus applicable technology fee
712	Planning & Inspections	Building Permit	Driveway Permit- Re-inspection	$64 plus applicable technology fee
713	Planning & Inspections	Building Permit	Certificate of Use	$398 plus applicable technology fee
714	Planning & Inspections	Building Permit	Conditional Certificate of Occupancy	$398 plus applicable technology fee
715	Planning & Inspections	Building Permit	Temporary Certificate of Occupancy	$169 plus applicable technology fee
716	Planning & Inspections	Building Permit	Temporary Structures (Tents, construction sheds, seat canopies, etc.)	Minimum $51 ($0.11 per square foot for the total area per month or fraction thereof) plus applicable technology fee
717	Planning & Inspections	Building Permit	Vacant Building Annual Registration-Commercial less than 5,000 square feet in area	$159 plus applicable technology fee
718	Planning & Inspections	Building Permit	Vacant Building Annual Registration-Commercial 5,001 square feet to 20,000 square feet in area	$318 plus applicable technology fee
719	Planning & Inspections	Building Permit	Vacant Building Annual Registration-commercial over 20,001 square feet in area	$477 plus applicable technology fee
720	Planning & Inspections	Building Permit	Vacant Building commercial and residential fee for registration ownership transfers not requiring a plan review	$80 plus applicable technology fee
721	Planning & Inspections	Building Permit	Vacant Building Annual Residential Registration Fee	$159 plus applicable technology fee
722	Planning & Inspections	Building Permit	Mobile Home Placement Permit	$77 plus applicable technology fee
723	Planning & Inspections	Building Permit	Duplicate Cards or Licenses	$16.84 plus applicable technology fee
724	Planning & Inspections	Business Licenses	Vendor	$48 plus applicable technology fee
725	Planning & Inspections	Business Licenses	Tax Exempt Vendor	No Fee
726	Planning & Inspections	Business Licenses	Motel	$230 plus applicable technology fee
727	Planning & Inspections	Business Licenses	Hotel	$230 plus applicable technology fee
728	Planning & Inspections	Business Licenses	Lodging house	$56 plus applicable technology fee
729	Planning & Inspections	Business Licenses	Home occupation (New) -Annual	$72 plus applicable technology fee
730	Planning & Inspections	Business Licenses	Home occupation (New) -Bi-Annual	$129 plus applicable technology fee
731	Planning & Inspections	Business Licenses	Home occupation-Annual (Renewal)	$55 plus applicable technology fee

Line No.	Department	Fee Description	Detail	FY 2022 Adopted
732	Planning & Inspections	Business Licenses	Home occupation-Bi-Annual Renewal	$112 plus applicable technology fee
733	**Planning & Inspections**	**Business License**	**Home occupation- Late Fee**	**20% of renewal fee plus applicable tech fee**
734	Planning & Inspections	Business Licenses	2nd hand dealers	$152 plus applicable technology fee
735	Planning & Inspections	Business Licenses	2nd hand dealers @ additional location	$80 plus applicable technology fee
736	Planning & Inspections	Business Licenses	Expedited Application Review Fee	$48 plus applicable technology fee
737	Planning & Inspections	Business Licenses	Enhanced Provisional License Fee	$148 plus applicable technology fee
738	Planning & Inspections	Business Licenses	Flea Market Operator License	$630 plus applicable technology fee
739	Planning & Inspections	Business Licenses	Renewal Fee for Flea Market Operators License	$505 plus applicable technology fee
740	Planning & Inspections	Business Licenses	2nd hand dealer receipt books- 50 receipts per book.	$8 each plus applicable technology fee
741	Planning & Inspections	Amplification Fee	4 or more days in advance of event	$15 plus applicable technology fee
742	Planning & Inspections	Amplification Fee	3 or less day in advance of event	$30 plus applicable technology fee
743	Planning & Inspections	Contractors Registration Fee	Registration Fee	$100 plus applicable technology fee
744	Planning & Inspections	Third Party Contractor Registration Fee	Application and renewal fee for third party contractor registrations	$300 plus applicable technology fee (valid for a three year period)
745	Planning & Inspections	Business License	Sign Painting Contractors	$110 plus applicable technology fee
746	Planning & Inspections	Business License	Sign Contractor	1 Year $607.00 2 Years $1,214.00 plus applicable technology fee
747	Planning & Inspections	Business License	Sign Installer	$607 plus applicable technology fee
748	Planning & Inspections	Business License	Temp. inflatable sign installer	$1,213 plus applicable technology fee
749	Planning & Inspections	Business License	Temp inflatable sign installed by property owner	$607 plus applicable technology fee
750	Planning & Inspections	Business License	Motor Vehicle Dealers	1 Year $145.00 2 Years $290.00 plus applicable technology fee
751	Planning & Inspections	Business License	TABC Certification Inspection	$78.61 plus applicable tech fee
752	**Planning & Inspections**	**Licenses**	**Sexually Oriented Business License**	
753	Planning & Inspections	Licenses	Initial Fee (Annual)	$667 plus applicable technology fee
754	Planning & Inspections	Licenses	Renewal Fee (Annual)	$424 plus applicable technology fee
755	**Planning & Inspections**	**Licenses**	**Sexually Oriented Business Employee**	
756	Planning & Inspections	Licenses	Initial Fee (Annual)	$48 plus applicable technology fee
757	Planning & Inspections	Licenses	Renewal Fee (Annual)	$23 plus applicable technology fee
758	Planning & Inspections	Licenses	Background checks (per employee) for Boarding Home License	$17.00 per employee plus applicable technology fee
759	Planning & Inspections	Licenses	Sounds Amplification License	$367.00 plus applicable tech fee
760	Planning & Inspections	Licenses	Sounds Amplification Renewal Fee	$125.00 plus applicable tech fee
761	Planning & Inspections	Licenses	Sounds Amplification Appeal Fee	$308.00 plus applicable tech fee
762	Planning & Inspections	**Development**	Expedited Review of Grading Permits	Two hundred fifty six dollars ($256.00) plus ninety-four dollars ($94.00) for each hour or portion of an hour of plan review time plus applicable technology fee.
763	Planning & Inspections	Development	Construction SWP3 permit fee - 5 Acres sites or larger	$129.00 one time permit fee plus applicable technology fee
764	Planning & Inspections	Development	Construction SWP3 Review fee- .1-4.99 Acres sites	$75.00 one time permit fee plus applicable technology fee
765	Planning & Inspections	Development	Industrial SWP3 permit fee	$129.00 one time permit fee plus applicable technology fee
766	Planning & Inspections	Development	De-Watering/Discharge to MS4 (Storm water) permit fee	$129.00 one time permit fee plus applicable technology fee
767	Planning & Inspections	Development	Commercial Sidewalk	$200.00 plus applicable technology fee
768	Planning & Inspections	Development	Commercial Driveway	$200.00 plus applicable technology fee
769	**Planning & Inspections**	**Development**	**Grading Permit - Subdivisions**	
770	Planning & Inspections	Development	0-5 acres	$639.00 plus applicable technology fee
771	Planning & Inspections	Development	5.1-10acres	$764.00 plus applicable technology fee
772	Planning & Inspections	Development	10.1-20 acres	$892.00 plus applicable technology fee
773	Planning & Inspections	Development	20.1-30 acres	$1,019.00 plus applicable technology fee
774	Planning & Inspections	Development	30.1-40 acres	$1,148.00 plus applicable technology fee
775	Planning & Inspections	Development	40.1-50 acres	$1,275.00 plus applicable technology fee
776	Planning & Inspections	Development	50.1 + acres	$1,402.00 plus applicable technology fee
777	Planning & Inspections	Development	Borrow / Waste	$546.00 plus applicable technology fee
778	Planning & Inspections	Development	First Extension	36% of grading permit plus applicable technology fee
779	Planning & Inspections	Development	Second Extension	36% of grading permit plus applicable technology fee
780	**Planning & Inspections**	**Development**	**Grading Permit-All other commercial/residential**	
781	Planning & Inspections	Development	0-5 acres	$456.00 plus applicable technology fee
782	Planning & Inspections	Development	5.1-10acres	$546.00 plus applicable technology fee
783	Planning & Inspections	Development	10.1-20 acres	$637.00 plus applicable technology fee
784	Planning & Inspections	Development	20.1-30 acres	$729.00 plus applicable technology fee
785	Planning & Inspections	Development	30.1-40 acres	$820.00 plus applicable technology fee
786	Planning & Inspections	Development	40.1-50 acres	$911.00 plus applicable technology fee
787	Planning & Inspections	Development	50.1 + acres	$1,002.00 plus applicable technology fee
788	Planning & Inspections	Development	Borrow / Waste	$546.00 plus applicable technology fee
789	Planning & Inspections	Development	First Extension	36% of grading permit plus applicable technology fee

Line No.	Department	Fee Description	Detail	FY 2022 Adopted
790	Planning & Inspections	Development	Second Extension	36% of grading permit plus applicable technology fee
791	**Planning & Inspections**	**Development**	**Mountain Development Association**	
792	**Planning & Inspections**	**Development**	**Grading Permit**	
793	Planning & Inspections	Development	0-5 acres	$1,820.00 plus applicable technology fee
794	Planning & Inspections	Development	5.1-10 acres	$2,185.00 plus applicable technology fee
795	Planning & Inspections	Development	10.1-20 acres	$2,549.00 plus applicable technology fee
796	Planning & Inspections	Development	20.1-30 acres	$2913.00 plus applicable technology fee
797	Planning & Inspections	Development	30.1-40 acres	$3,276.00 plus applicable technology fee
798	Planning & Inspections	Development	40.1-50 acres	$3,641.00 plus applicable technology fee
799	Planning & Inspections	Development	50.1 + acres	$ 4,005.00 plus applicable technology fee
800	Planning & Inspections	Development	Borrow / Waste	$1,455.00 plus applicable technology fee
801	Planning & Inspections	Development	First Extension	36% of MDA plus applicable technology fee
802	Planning & Inspections	Development	Second Extension	36% of MDA plus applicable technology fee
803	Planning & Inspections	Development	Re-inspection fee	$66 plus applicable technology fee
804	Planning & Inspections	Development	Inspection Fees-other than regular duty hours	$79.50/hr.(2hr. Min) plus applicable technology fee
805	Planning & Inspections	Development	Credit Access Certificate of Registration	$195 each year plus applicable technology fee
806	Planning & Inspections	Business Permit	Brewer Permit (B)	2 Years License $1,500.00
807	Planning & Inspections	Business Permit	Non-Resident Brewers Permit (U)	2 Year License $1,500.00
808	Planning & Inspections	Business Permit	Distillers and Rectifiers (D)	2 Year License $1,500.00
809	Planning & Inspections	Business Permit	Winery (G)	2 Year License $75.00
810	Planning & Inspections	Business Permit	Wine Bottlers (Z)	2 Year License $225.00
811	Planning & Inspections	Business Permit	Wholesalers (W)	2 Year License $1,875.00
812	Planning & Inspections	Business Permit	General Class B Wholesalers (X)	2 Year License $300.00
813	Planning & Inspections	Business Permit	Local Class B Wholesaler (LX)	2 Year License $75.00
814	**Planning & Inspections**	**Business Permit**	**Local Distributor (LP)**	**2 Years $100**
815	Planning & Inspections	Business Permit	Package Store (P)	2 Year License $500.00
816	**Planning & Inspections**	**Business Permit**	**Package Store Tasting Permit (PS)**	**2 Years $25**
817	Planning & Inspections	Business Permit	Wine Only Package Store (Q)	2 Year License $75.00
818	Planning & Inspections	Business Permit	Wine and Beer Retailers (BG)	2 Year License $175.00
819	Planning & Inspections	Business Permit	Wine and Beer Retailers Off-Premise (BQ)	2 Year License $60.00
820	Planning & Inspections	Business Permit	Mixed Beverage (MB)- Year 1, 2 and 3 are TABC fees. Year 4 is COEP fee. Annual payment for COEP	3rd Renewal and all subsequent $375.00 Per Year
821	Planning & Inspections	Business Permit	Mixed Beverage (MB)- Year 1, 2 and 3 are TABC fees. Year 4 is COEP fee. Bi- Annual payment for COEP	3rd Renewal and all subsequent $750.00 Biannually
822	Planning & Inspections	Business Permit	Mixed Beverage Late Hrs. (LB) Year 1, 2 and 3 are TABC fees. Year 4 is COEP fee.	3rd Renewal and all subsequent 1 Year: $75.00 2 Years: $150.00
823	Planning & Inspections	Business Permit	Daily Temporary Mixed Beverage (TB)	2 Year License $25.00
824	Planning & Inspections	Business Permit	Caterers (CB)	2 Year License $500.00
825	Planning & Inspections	Business Permit	Private Club Late Hours (NL)	2 Year License $750.00
826	Planning & Inspections	Business Permit	Non-Resident Brewers Sellers (S)	2 Year License $150.00
827	Planning & Inspections	Business Permit	Beverage Cartage (PE)	2 Year License $20.00
828	Planning & Inspections	Business Permit	Bonded Warehouse (J)	2 Year License $150.00
829	Planning & Inspections	Business Permit	Food and Beverage Certificate (FB)	2 Year License $100.00
830	**Planning & Inspections**	**Business Permit**	**Beer Manufacturer (BA) 1 Year Permit**	
831	Planning & Inspections	Business Permit	a. 1st Establishment	$377.00
832	Planning & Inspections	Business Permit	b. 2nd Establishment	$752.00
833	Planning & Inspections	Business Permit	c. 3rd thru 5th Establishments	$2,139.50
834	Planning & Inspections	Business Permit	d. 5 or more Establishment	$4,202.00
835	**Planning & Inspections**	**Business Permit**	**Beer Manufacturer (BA) 2 Year Permit**	
836	Planning & Inspections	Business Permit	a. 1st Establishment	$750.00
837	Planning & Inspections	Business Permit	b. 2nd Establishment	$1,500.00
838	Planning & Inspections	Business Permit	c. 3rd thru 5th Establishments	$4,275.00
839	Planning & Inspections	Business Permit	d. 5 or more Establishment	$8,400.00
840	Planning & Inspections	Business Permit	General Beer Distributors (BB)	2 Year License $300.00
841	Planning & Inspections	Business Permit	Local Beer Distributors (BD)	2 Year License $75.00
842	Planning & Inspections	Business Permit	Branch Beer Distributors (BC)	2 Year License $75.00

Line No.	Department	Fee Description	Detail	FY 2022 Adopted
843	Planning & Inspections	Business Permit	Beer Importers (BI)	2 Year License $20.00
844	**Planning & Inspections**	**Business Permit**	**Beer Importers Carriers (BJ)**	**2 Year License $20.00**
845	Planning & Inspections	Business Permit	Beer Retailers On-Premise (BE)	2 Year License $150.00
846	Planning & Inspections	Business Permit	Retail Dealers On-Premise Late Hrs. (BL)	2 Year License $250.00
847	Planning & Inspections	Business Permit	Beer Retailers Off-Premise (BF)	2 Year License $60.00
848	Planning & Inspections	Business Permit	Brew Pub (BP)	2 Years $500.00
849	Planning & Inspections	Business Licenses	Boarding Home Facility Annual Permit	$262 plus applicable technology fee
850	**Planning & Inspections**	**Business License**	**Boarding Home Facility Renewal- Late Fee**	**20% of renewal fee plus applicable tech fee**
851	Planning & Inspections	Nodes for Small Cell Networks	Application Fee - Network Node	An application fee in the amount of $500.00 per application covering up to five network nodes in each application, and $100.00 for each additional network node in the application; a maximum of 30 network nodes is permitted per application.
852	Planning & Inspections	Nodes for Small Cell Networks	Application Fee - New Node Support Pole	An application fee of $1,000.00 for each node support pole.
853	Planning & Inspections	Nodes for Small Cell Networks	Application Fee - Transport Facility	An application fee in the amount of $500.00 per application covering up to five network nodes in each application, and $250.00 for each additional network node in the application; a maximum of 30 network nodes is permitted per application.
854	Planning & Inspections	Nodes for Small Cell Networks	Recurring Annual Rental Rate - Network Nodes	An annual network node site rental rate of $250.00 per Network node site, with an annual adjustment in an amount equal to one-half the annual change in the Consumer Price Index for All Urban Consumers for Texas as published by the BLS. Recurring fee is payable in advance and due upon approval of the permit(s). Initial amounts shall be pro-rated, based upon an annual due date of January 1 of each year; thereafter, all payments of recurring fees are due to the City by January 1 for the following calendar year.
855	Planning & Inspections	Nodes for Small Cell Networks	Recurring Monthly Rental Rate - Transport Facility	A monthly transport facility rental rate of $28.00 for each network node site, not to exceed the provider's monthly aggregate per-node compensation to the City. Recurring fee is payable in advance and due upon approval of the permit(s). Initial amounts shall be pro-rated, based upon an annual due date of January 1 of each year; thereafter, all payments of recurring fees are due to the City by January 1 for the following calendar year.
856	Planning & Inspections	Nodes for Small Cell Networks	Recurring Annual Rental Rate - Collocation of Network Nodes on Municipally-Owned Service Poles	An annual rate of $20.00 per municipally-owned service pole. Recurring fee is payable in advance and due upon approval of the permit(s). Initial amounts shall be pro-rated, based upon an annual due date of January 1 of each year; thereafter, all payments of recurring fees are due to the City by January 1 for the following calendar year.
857	Planning & Inspections	Special Privilege - Annual Fee - Cincinnati Commercial District	Outdoor Café	$2.00 per square foot
858	Planning & Inspections	Shared Mobility Devices	Application Fee	$371 Application Review
859	Planning & Inspections	Shared Mobility Devices	Permit Fee	$1/day per device: or Per-Trip Surcharge of $.25 for each booked trip
860	Planning & Inspections	Shared Mobility Devices	Annual Fee	$50 per device
861	Library	Library Fees	Overdue Fines	$0.15/day
862	Library	Library Fees	Lost Adult/YA Hardback	Fair Market Value to Replace Item
863	Library	Library Fees	Adult Card/replacement	$2.00
864	Library	Library Fees	Juvenile Card/replacement	$1.00
865	Library	Library Fees	Student Card issue and replacement fees (including non-resident convenience fee) applicable only to students attending schools within city limits	Fees waived for elementary, middle and high school only.
866	Library	Library Fees	Non-Resident Convenience Fee	$50.00 per year/$25.00 per 6 months
867	Library	Library Fees	Student/Non-Profit Use Scanning of Photographs (low resolution)	$10.00 per image
868	Library	Library Fees	Student/Non-Profit Use Scanning of Photographs (high resolution)	$15.00 per image
869	Library	Library Fees	Student/Non-Profit Use Preservation Fee (Applies to all Reproduction Requests)	waived
870	Library	Library Fees	Scanning of Photographs (low resolution)	$20.00
871	Library	Library Fees	Scanning of Photographs (high resolution)	$30.00
872	Library	Library Fees	Scanning of Maps/Architectural Drawings (low resolution)	$25.00

Line No.	Department	Fee Description	Detail	FY 2022 Adopted
873	Library	Library Fees	Scanning of Maps/Architectural Drawings (med resolution)	$35.00
874	Library	Library Fees	Scanning of Maps/Architectural Drawings (high resolution)	$45.00
875	Library	Library Fees	Scanning of Maps/Architectural Drawings Fee (in-house)	$3 per sheet
876	Library	Library Fees	Scanning of Maps/Architectural Drawings Fee- Student	$15.00
877	Library	Library Fees	Preservation Fee (Applies to all Reproduction Requests)	$1.00
878	Library	Library Fees	Document Delivery Services	$1.00 per page
879	Library	Library Fees	Commercial Use Fee	$10.00
880	Library	Library Fees	Damaged or missing DVD/Music CD Case	$3.00
881	Library	Library Fees	Damaged or Missing Book Cover	$3.00
882	Library	Library Fees	Damaged or Missing Kit Bag	$3.00
883	Library	Library Fees	Damaged or Missing Audiobook Case	$3.00
884	Library	Library Fees	Damaged or Missing Barcode	$3.00
885	Library	Library Fees	Damaged or Missing Spine Label	$3.00
886	Library	Library Fees	Border Heritage/Interlibrary Loan Postage Fee	$3.00 per item
887	Library	Library Fees	Copy black/white	$0.20
888	Library	Library Fees	Copy color	$0.50
889	Library	Library Fees	Printer black/white	$0.20
890	Library	Library Fees	Printer color	$0.50
891	Library	Library Fees	Scanner	$0.10
892	Library	Library Fees	Fax	$1.00
893	Library	Library Fees	USB Save	free
894	Library	Library Fees	USB Drives	$6.00
895	Library	Library Fees	Damaged or Missing Hotspot Accessory - plastic case, USB cable, charger or adapter	$5.00
896	Library	Library Fees	Damaged or Missing Hotspot Accessor - SIM card or battery	$10.00
897	Library	Library Fees	Damaged or Missing Hotspot - Entire item	$85.00
898	Library	Library Fees	Damaged or Missing finger puppet, flannelboard piece or toy piece	$3.00
899	Library	Library Fees	Damaged or Missing iPad	$300
900	Environmental Services	Residential	Base Rate (Residential)	$19.00 per month
901	Environmental Services	Residential	Excess Waste - Administrative Fee	$10.00 for one additional lift of the arm.
902	Environmental Services	Residential	Additional Container (Residential)	$19.00 per month for each additional container, plus service charges
903	Environmental Services	Residential	Senior and Disabled Citizens Discount	20% reduction of Base Rate
904	Environmental Services	Commercial	Base Rate (Commercial)	$28.00 per month for once a week collection per container.
905	Environmental Services	Commercial	Additional Container (Commercial)	$28.00 per month for each additional container.
906	Environmental Services	Residential	Side door Collection	$19.00
907	Environmental Services	Residential	Residential Refuse Collection	$19.00 per month
908	Environmental Services	Residential	Residential Refuse Collection for on-call Service	$25 per service call for 96 gallon container
909	Environmental Services	Other	Special Collection Service (Residential)	$35.00 up to 5 cubic yards. $7.00 for each additional cubic yard.
910	Environmental Services	Other	Dead Animal Collection Fee	$40.00 for domesticated pets; $150.00 for small farm animals within the city limits; $175.00 for large farm animals inside county and outside city limits.
911	Environmental Services	Residential	Citizen Collection Station Fee	$5.00 for each visit in excess of monthly frequency limit set by Director with limit of 4 cy, no C&D and no commercial.
912	Environmental Services	Residential	Citizen Collection Station Fee	$5.00 coupon Non-customer, one visit; standard restrictions; non-commercial; residential solid waste only, excludes household hazardous waste.
913	Environmental Services	Special Collections	Property Clean Up Fee	Labor, equipment and disposal rates as set by Director in 1/4 hour increments with 1 hour minimum.
914	Environmental Services	General	Interest on unpaid balances	10% per year (0.83% of invoiced amount per month)
915	Environmental Services	Permits	Hauler Permit Fee	$150.00 per vehicle for complete term of permit or $12.50 per vehicle per month for less than complete term of permit plus applicable tech fees
916	Environmental Services	Permits	Replacement Decal	$10.00 each
917	Environmental Services	Permits	Reinstatement of Suspended or Revoked Permit	50% of annual Hauler Permit Fee for suspended permit, 100% of annual Hauler Permit Fee for revoked permit. Plus applicable tech fees
918	Environmental Services	Permits	Special Waste Disposal Fee-Immediate Disposal	$25.00 surcharge plus regular per ton landfill disposal charge for a scheduled disposal. $35.00 surcharge plus double the regular per ton landfill disposal charge for an unscheduled disposal.
919	Environmental Services	Permits	Permit Fee (Container on Sidewalk/R.O.W.)	$72.00 annual fee per container or $6.00 per month for a partial first year, plus applicable tech fees
920	Environmental Services	Disposal	Landfill Fees	$26.00 per ton, prorated, with a minimum fee of $16.00. $5.00 charge for unsecured/uncovered load.
921	Environmental Services	Disposal	Landfill Fee (Brush Waste, Uncontaminated)	$26.00 per ton, prorated, with a minimum fee of $10.00.

Line No.	Department	Fee Description	Detail	FY 2022 Adopted
922	Environmental Services	Disposal	Landfill Fees (Materials Requiring Special Handling)	$90.00 per ton, pro-rated, for RACM Non-Friables, foam materials, sponge or sponge-like materials and other wastes requiring special handling, with a minimum fee of $90. $5.00 for refrigerant removal.
923	Environmental Services	Disposal	Landfill Fees (Materials Requiring Special Handling)	$90.00 per ton, pro-rated, for dead animals with a total weight greater than 100 lbs. Small dead animals with a total weight less than 100 lbs. will be charged the standard landfill rate.
924	Environmental Services	Disposal	Billing Fee for Landfill Charge Accounts	$25.00 per month
925	Environmental Services	Disposal	Disposal Fee (Waste Tires)	Small or Medium tires (19.5 inches or less) $3.00, Large Tires (greater than 19.5 inches but less than 24 inches) $10.00, tires greater than 24 inches will be charged a rate of $200.00/ton. Rim Removal Fee - Small or Medium tires $5.00, Rim Removal Fee - Large Tires $15.00.
926	Environmental Services	Disposal	Disposal Fee (Mattresses)	Disposal Charges Per Unit: Twin $10.00, Full $15.00, Queen $20.00, King $25.00
927	Environmental Services	Disposal	Prohibited Waste	$25.00 surcharge plus applicable disposal and administrative costs.
928	Environmental Services	Disposal	Transfer Fee	$30.00 per ton, prorated, with a minimum fee of $20.00
929	Environmental Services	Disposal	Sale of Mulch/Compost	City Departments - Free, El Paso Solid Waste Residential Customers - Free at CCS or Landfill; Commercial Customers - Free at Landfill; Commercial Customers within City limits - $15.00 cy if delivered by ESD.
930	Environmental Services	Disposal	Sale of Safety Vest	$10.00 each
931	Environmental Services	Disposal	RFID (Automated Scale) Tag	$25.00 each
932	Environmental Services	Other	Container Replacement Fee	$55.00 per Container
933	Environmental Services	Other	Service Charge (delivery or removal of container)	$25.00 per Event
934	Environmental Services	Other	Un Authorized Solid Waste Container Removal Fee	$25.00 per Event
935	Environmental Services	Other	Missed Collection Fee	$15.00 for pick up
936	Environmental Services	Administrative Fee	Lien Preparation Fee(Environmental Services)	$75.00 charge for administrative costs related to the preparation of property liens
937	Environmental Services	Shopping Cart Recovery	Shopping Cart Recovery Fee	$50.00 per Cart impounded by City
938	Environmental Services	Construction or Demolition	Manifest Fee	$5.00 per manifest; No fee for City - funded projects
939	Environmental Services	Services	Environmental Fee (Residential)	$5.00 per Residential Living Unit
940	Environmental Services	Services	Environmental Fee (Commercial)	$20.00 per Commercial Establishment
941	Environmental Services	**Environmental General-Facilities**		
942	Environmental Services	Annual License Fee	Public Swimming Pool-Annual	275 plus applicable tech fee
943	Environmental Services	Bi-Annual License Fee	Public Swimming Pool-Bi-Annual	550 plus applicable tech fee
944	Environmental Services	Annual License Fee	Spas-annual	175 plus applicable tech fee
945	Environmental Services	Bi-Annual License Fee	Spas-bi-annual	350 plus applicable tech fee
946	Environmental Services	Re-Inspection Fee	Public Swimming Pool Or Public Spa Fee Per Inspection	175 plus applicable tech fee
947	Environmental Services	Water Sampling Fee	Water Sampling of Public Swimming Pools and Public Spas	$100 plus lab fees, plus applicable tech fee
948	Environmental Services	Temporary License	Above Ground Public Pool (Per Pool)	$125.00 plus applicable tech fee
949	Environmental Services	Temporary License	Above Ground Spa (Per Spa)	$125.00 plus applicable tech fee
950	Environmental Services	Application Fee	Tattoo Studio Application Fee	$60.00 Per Application, plus applicable tech fee
951	Environmental Services	Studio Registration Fee	Tattoo and Body Art - Biennial	2 Year $300.00 or $12.50, per month for terms of less than two years, plus applicable tech fee
952	Environmental Services	Re-Inspection Fee	Tattoo and Body Art - Studio Re-inspection	$45.00 Per Re-inspection, plus applicable tech fee
953	Environmental Services	Artist License Fee	Tattoo and Body Art - Annual	$65.00, plus applicable tech fee
954	Environmental Services	Re-Inspection Fee	Tattoo and Body Art -Artist	$40.00 Per Re-inspection, plus applicable tech fee
955	Environmental Services	Annual License Fee	Trailer Court Annual	$275.00, plus applicable tech fee
956	Environmental Services	Re-Inspection Fee	Trailer Court	$175.00, plus applicable tech fee
957	Environmental Services	Annual License Fee	Laundries - Annual	$175.00, plus applicable tech fee
958	Environmental Services	Bi-Annual License Fee	Laundries - Bi-Annual	$350.00, plus applicable tech fee
959	Environmental Services	Re-Inspection Fee	Laundries	$125.00, plus applicable tech fee
960	Environmental Services	Franchise Fee	Waste Container Franchise Fee- Per Container	$2.00 Per Month, Per approved container
961	Environmental Services	Franchise Fee	Waste Container Franchise Fee- Quarterly	$2,000.00/ Per Year
962	Environmental Services	Franchise Fee	Franchise Fee	$6.00
963	Animal Services	**Animal Services**		
964	Animal Services	Adoption Fee - includes age-appropriate vaccinations, license, microchip and sterilization.		Each adoption from no charge to $110.00
965	Animal Services	Livestock Permit - Keeping Horses And Cattle-Permit Required-Application-Fee-Term-Suspension Or Revocation	Permit Yearly Renewal	$60.00 plus applicable tech fee
966	Animal Services	Livestock Permit - Keeping Horses And Cattle-Permit Required-Application-Fee-Term-Suspension Or Revocation	Re-Inspection and/or Amending Permit	$45.00 plus applicable tech fee
967	Animal Services	Fowl and Rabbits (6 or more)-Restrictions-Permit Requirements	Permit Yearly Renewal	$60.00 plus applicable tech fee
968	Animal Services	Fowl and Rabbits (6 or more)-Restrictions-Permit Requirements	Re-Inspection and/or Amending Permit	$45.00 plus applicable tech fee
969	Animal Services	Microchip Fees	Initial Issuance	from no charge to $15.00

Line No.	Department	Fee Description	Detail	FY 2022 Adopted
970	Animal Services	Shelter Services	Animal Rabies Vaccination	from no charge to $9.00
971	Animal Services	Parasite Treatment and/or Control	Parasite Treatment and/or Control	$10.00
972	Animal Services	Disposal of Dead Animals	Disposal of owned dead animals brought to shelter, less than 100 lbs.	$16.00
973	Animal Services	Euthanasia of Animals	Euthanasia of animals brought to the shelter, less than 100 lbs.	$25.00
974	Animal Services	Boarding and Kennel Permit	Boarding kennel permit	$110.00 plus applicable tech fee
975	Animal Services	Pick up or Delivery of Animals to Owners	Pick up/delivery of live, owned animals for quarantine or return-to-owner purposes	from no charge to $45.00
976	Animal Services	Buying And Selling	Shows And Exhibition	$110.00 plus applicable tech fee
977	Animal Services	Buying And Selling	Grooming	$110.00 plus applicable tech fee
978	Animal Services	Buying And Selling	Kennel	$110.00 plus applicable tech fee
979	Animal Services	Buying And Selling	Animal Establishment	$200.00 plus applicable tech fee
980	Animal Services	Registration	Application Initial Issuance or Renewal	$12.50
981	Animal Services	Registration	Replacement Registration and/or Tag	$5.00 - Altered Pets $15.00 - Intact pets
982	Animal Services	Registration	Registration Transfer	$12.50
983	Animal Services	Fees-Impoundment	Class A: Dog, Cat, Exotic, Ferret not requiring capture by division personnel, Each	from no charge to $60.00 plus applicable tech fee
984	Animal Services	Fees-Impoundment	Class B: Goats, Sheep, Lambs, Pigs, Sows, Shoats, Calves, Foals And Animals Of The Same Approximate Size And Weight, Each Animal	from no charge to $60.00 plus applicable tech fee
985	Animal Services	Fees-Impoundment	Class C: Horses, Ponies, Mules And Animals Of Same Size And Weight, Each Animal	from no charge to $85.00 plus applicable tech fee
986	Animal Services	Fees-Impoundment	CLASS D: Exotic Animals: Requiring Capture by Division Personnel	from no charge to $85.00 plus applicable tech fee
987	Animal Services	Fees-Impoundment	Class D: Exotic Animals, Already Contained	from no charge to $55.00
988	Animal Services	Handling Fee	Daily Fee Class A	from no charge to $18.00
989	Animal Services	Handling Fee	Daily Fee Class B	from no charge to $23.00
990	Animal Services	Handling Fee	Daily Fee Class C	from no charge to $23.00
991	Animal Services	Handling Fee	Daily Fee Class D	from no charge to $23.00
992	Animal Services	Shelter Services	Animal Trap Replacement Fee - Small	$60.00
993	Animal Services	Shelter Services	Animal Trap Replacement Fee - Large	$110.00
994	Animal Services	Shelter Services	Impound Fee Dog or Cat-Repeat Offender within one (1) year	from no charge to $25.00 per event
995	Animal Services	Animal Litter Permit	Per litter	$50.00 plus applicable tech fee
996	Animal Services	Breeding	Breeder's Permit	$100.00 plus applicable tech fee
997	Animal Services	Shelter Services	Vet Assessment for Quarantine and/or Criminal Case	from no charge to $50.00 per animal per assessment
998	Animal Services	Shelter Services	Animal Transportation Fee	Fee for packaging and transporting to lab for testing: $100
999	Animal Services	Shelter Services	Animal Storage Fee for Remains	Fee to store animal properly prior to cremation, or to hold for burial pending results of the rabies exam: $25.00
1000	Animal Services	Shelter Services	Animal Vaccinations and Tests	DHLPP (dog) from no charge to $9.00
1001	Animal Services	Shelter Services	Animal Vaccinations and Tests	FVRCP (cat) from no charge to $9.00
1002	Animal Services	Shelter Services	Animal Vaccinations and Tests	Bordetella (dog) from no charge to $10.00
1003	Animal Services	Shelter Services	Animal Vaccinations and Tests	FELV (cat) from no charge $15.00
1004	Animal Services	Shelter Services	Animal Vaccinations and Tests	Ringworm test (cat) from no charge to $25.00
1005	Animal Services	Shelter Services	Animal Vaccinations and Tests	Heartworm test (dog) from no charge to $25.00
1006	Animal Services	Shelter Services	Animal Vaccinations and Tests	Parvo test (dog) from no charge to $25.00
1007	Animal Services	Fees-Impoundment	Impoundment of animals in unincorporated areas of County	$55.00
1008	Animal Services	Shelter Services	Pet Aids (leash, cat carrier, other)	from no charge to $5.00
1009	Animal Services	Shelter Services	Spay/Neuter Fees - Cats/Dogs	Cat Neuter $0-$30.00, Cat Spay $0-$50.00, Dog Neuter (under 40 pounds) $0-$65.00, Dog Neuter (40 - 70 pounds) $0-$85.00, Dog Spay (under 40 pounds) $0- $85.00, Dog Spay (40 - 70 pounds) $0-$100.00
1010	Animal Services	EP County Spay/Neuter Voucher Program	Spay/Neuter Fees - Cats/Dogs	Cat Spay/Neuter $0 - $35.00, Dog Spay/Neuter $0 - $60.00 Per Legal, this is in the County's Agreements
1011	Animal Services	Registration	Dangerous Dog Registration	$50.00
1012	Animal Services	Municipal Contract Fees - Impoundment	Class A: Dog, Cat, Exotic, Ferret not requiring capture by division personnel, Each	$60.00
1013	Animal Services	Municipal Contract Fees - Impoundment	Class B: Goats, Sheep, Lambs, Pigs, Sows, Shoats, Calves, Foals And Animals Of The Same Approximate Size And Weight, Each Animal	$60.00
1014	Animal Services	Municipal Contract Fees - Impoundment	Class C: Horses, Ponies, Mules And Animals Of Same Size And Weight, Each Animal	$85.00
1015	Animal Services	Municipal Contract Fees - Impoundment	Class D: Exotic Animals: Requiring Capture by Division Personnel	$85.00
1016	Animal Services	Municipal Contract Fees - Handling	Daily Fee Class A	$18.00 per day
1017	Animal Services	Municipal Contract Fees - Handling	Daily Fee Class B	$23.00 per day
1018	Animal Services	Municipal Contract Fees - Handling	Daily Fee Class C	$23.00 per day
1019	Animal Services	Municipal Contract Fees - Handling	Daily Fee Class D	$23.00 per day
1020	Animal Services	Municipal Contract Fees - Quarantine		$18.00 per day
1021	Animal Services	Grooming re-inspection fee		$50.00
1022	Animal Services	Grooming Shop Application fee-$110		$110.00
1023	Animal Services	Groomer License fee-$25		$25.00

Line No.	Department	Fee Description	Detail	FY 2022 Adopted
1024	Parks and Recreation	Recreation Centers	(+) Indicates Per Person 1/2 hour increment @ 1/2 hourly rate Rates are per hour unless indicated Two hour minimum rental for facility use that is non-contiguous to public hour of operation.	Single fee listings are the General Admission or Flat Rate; Multiple fee listings are noted in the following order: Standard Rate; Non-Profit Rate; Commercial Rate; Non-Resident Rate
1025	Parks and Recreation	**Valle Bajo Recreation Center**		
1026	Parks and Recreation	Gym Full Court (per hour)		$45.00 / $36.00 / $180.00 / $56.00
1027	Parks and Recreation	Gym Half Court (per hour)		$23.00 / $18.00 / $92.00 / $29.00
1028	Parks and Recreation	Gym Full Court (per hour)-Prime Time		$55.00 / $44.00 / $220.00 / $69.00
1029	Parks and Recreation	Gym Half Court (per hour)-Prime Time		$28.00 / $22.00 / $112.00 / $35.00
1030	Parks and Recreation	Weight Room (per month) (+)		$18.00
1031	Parks and Recreation	Weight Room (per day) (+)		$4.00
1032	Parks and Recreation	Kitchen (per event)		$30.00
1033	Parks and Recreation	Multipurpose Room 1		$56.00 /$45.00 / $226.00 / $70.00
1034	Parks and Recreation	Multipurpose Room 2		$50.00/ $40.00 / $200.00 / $63.00
1035	Parks and Recreation	**Armijo Recreation Center**		
1036	Parks and Recreation	Gym Full Court (per hour)		$35.00 / $28.00 / $140.00 / $44.00
1037	Parks and Recreation	Gym Half Court (per hour)		$18.00 / $14.00 / $72.00 / $22.00
1038	Parks and Recreation	Gym Full Court (per hour)-Prime Time		$45.00 / $36.00 / $180.00 / $56.00
1039	Parks and Recreation	Gym Half Court (per hour)-Prime Time		$23.00 / $18.00 / $92.00 / $29.00
1040	Parks and Recreation	Lower Multipurpose Room 1 (open area)		$80.00 / $64.00 / $320.00 / $100.00
1041	Parks and Recreation	Classroom 1		$36.00 / $29.00 / $144.00 / $45.00
1042	Parks and Recreation	Classroom 2		$43.00 / $35.00 / $172.00 / $54.00
1043	Parks and Recreation	Boxing Room (per month) (+) Adult/Youth		$15.00/$10.00
1044	Parks and Recreation	Boxing Room (per day) (+) Adult/Youth		$2.00/$1.00
1045	Parks and Recreation	Boxing Room		$36.00 / $29.00 /$144.00 / $45.00
1046	Parks and Recreation	Weight Room (per month) (+)		$10.00
1047	Parks and Recreation	Weight Room (per day) (+)		$3.00
1048	Parks and Recreation	Kitchen (per event)		$30.00
1049	Parks and Recreation	**Officer David Ortiz**		
1050	Parks and Recreation	Gym Full Court (per hour)		$35.00 / $28.00 / $140.00 / $44.00
1051	Parks and Recreation	Gym Half Court (per hour)		$18.00 / $14.00 / $72.00 / $22.00
1052	Parks and Recreation	Gym Full Court (per hour)-Prime Time		$45.00 / $36.00 / $180.00 / $56.00
1053	Parks and Recreation	Gym Half Court (per hour)-Prime Time		$23.00 / $18.00 / $92.00 / $29.00
1054	Parks and Recreation	Classroom 1		$11.00 / $9.00 / $44.00 / $14.00
1055	Parks and Recreation	Classroom 2		$21.00 / $17.00 / $84.00 / $26.00
1056	Parks and Recreation	Classroom A		$20.00 / $16.00 / $80.00 / $25.00
1057	Parks and Recreation	Multipurpose Room		$56.00 / $45.00 / $224.00 / $70.00
1058	Parks and Recreation	Boxing Room (per month) (+) Adult/Youth		$15.00 / $10.00
1059	Parks and Recreation	Boxing Room (per day) (+) Adult/Youth		$2.00 / $1.00
1060	Parks and Recreation	Boxing Room		$83.00 / $66.00 / $332.00 / $104.00
1061	Parks and Recreation	Weight Room (per month) (+)		$10.00
1062	Parks and Recreation	Weight Room (per day) (+)		$3.00
1063	Parks and Recreation	Kitchen (per event)		$30.00
1064	Parks and Recreation	**Chamizal Recreation Center**		
1065	Parks and Recreation	Gym Full Court (per hour)		$45.00 / $36.00 / $180.00 / $56.00
1066	Parks and Recreation	Gym Half Court (per hour)		$23.00 / $18.00 / $92.00 / $29.00
1067	Parks and Recreation	Gym Full Court (per hour)-Prime Time		$55.00 / $44.00 / $220.00 / $69.00
1068	Parks and Recreation	Gym Half Court (per hour)-Prime Time		$28.00 / $22.00 / $112.00 / $35.00
1069	Parks and Recreation	Weight Room (per month) (+)		$18.00
1070	Parks and Recreation	Weight Room (per day) (+)		$4.00
1071	Parks and Recreation	Kitchen (per event)		$30.00
1072	Parks and Recreation	Multipurpose Room 1		$71.00 / $56.00 / $282.00 / $88.00
1073	Parks and Recreation	Multipurpose Room 2		$81.00 / $64.00 / $322.00 / $ 101.00
1074	Parks and Recreation	Outside Rentable Space		$65.00 / $52.00 / $260.00 / $81.00
1075	Parks and Recreation	**Chihuahuita Neighborhood Center**		
1076	Parks and Recreation	Multipurpose Room		$35.00 / $28.00 / $140.00 / $44.00
1077	Parks and Recreation	Weight Room (per month) (+)		$6.00
1078	Parks and Recreation	Weight Room (per month) (+)		$3.00
1079	Parks and Recreation	Kitchen (per event)		$30.00
1080	Parks and Recreation	**Don Haskins Recreation Center**		
1081	Parks and Recreation	Gym Full Court (per hour)		$45.00 / $36.00 / $180.00 / $56.00
1082	Parks and Recreation	Gym Half Court (per hour)		$23.00 / $18.00 / $92.00 / $29.00
1083	Parks and Recreation	Gym Full Court (per hour)-Prime Time		$55.00 / $44.00 / $220.00 / $69.00
1084	Parks and Recreation	Gym Half Court (per hour)-Prime Time		$28.00 / $22.00 / $112.00 / $35.00
1085	Parks and Recreation	Auxiliary Gym (per hour)		$25.00 / $20.00 / $100.00 / $31.00
1086	Parks and Recreation	Auxiliary Gym Half Court (per hour)		$13.00 / $10.00 / $52.00 / $16.00
1087	Parks and Recreation	Auxiliary Gym (per hour)-Prime Time		$35.00 / $28.00 / $140.00 / $44.00
1088	Parks and Recreation	Auxiliary Gym Half Court (per hour)-Prime Time		$17.00 / $14.00 / $68.00 / $21.00
1089	Parks and Recreation	Classroom 1		$12.00 / $10.00 / $48.00 / $15.00
1090	Parks and Recreation	Weight Room (per month) (+)		$18.00
1091	Parks and Recreation	Weight Room (per day) (+)		$4.00
1092	Parks and Recreation	Kitchen (per event)		$30.00
1093	Parks and Recreation	**Eastside Regional Recreation Center - The Beast**		
1094	Parks and Recreation	Gym Full Court (per hour)		$45.00 / $36.00 / $180.00 / $56.00
1095	Parks and Recreation	Gym Half Court (per hour)		$23.00 / $18.00 / $92.00 / $29.00

Line No.	Department	Fee Description	Detail	FY 2022 Adopted
1096	Parks and Recreation	Gym Full Court (per hour)-Prime Time		$55.00 / $44.00 / $220.00 / $69.00
1097	Parks and Recreation	Gym Half Court (per hour)-Prime Time		$28.00 / $22.00 / $112.00 / $35.00
1098	Parks and Recreation	Weight Room (per month) (+)		$18.00
1099	Parks and Recreation	Weight Room (per day) (+)		$4.00
1100	Parks and Recreation	Kitchen (per event)		$30.00
1101	Parks and Recreation	Multipurpose Room		$86.00 / $69.00 / $343.00 / $107.00
1102	Parks and Recreation	Activity Room		$58.00 / $46.00 / $231.00 / $72.00
1103	Parks and Recreation	Outside Rentable Space		$132.00 / $ 105.00 / $526.00 / $164.00
1104	Parks and Recreation	**Galatzan Recreation Center**		
1105	Parks and Recreation	Gym Full Court (per hour)		$35.00 / $28.00 / $140.00 / $44.00
1106	Parks and Recreation	Gym Half Court (per hour)		$18.00 / $14.00 / $72.00 / $22.00
1107	Parks and Recreation	Gym Full Court (per hour)-Prime Time		$45.00 / $36.00 / $180.00 / $56.00
1108	Parks and Recreation	Gym Half Court (per hour)-Prime Time		$23.00 / $18.00 / $92.00 / $29.00
1109	Parks and Recreation	Auxiliary Gym (per hour)		$15.00 / $12.00 / $60.00 / $19.00
1110	Parks and Recreation	Auxiliary Gym Half Court (per hour)		$7.00 / $6.00 / $28.00 / $9.00
1111	Parks and Recreation	Auxiliary Gym (per hour)-Prime Time		$25.00 / $20.00 / $100.00 / $31.00
1112	Parks and Recreation	Auxiliary Gym Half Court (per hour)-Prime Time		$13.00 / $10.00 / $52.00 / $16.00
1113	Parks and Recreation	Multipurpose Room		$66.00 / $53.00 / $264.00 / $82.00
1114	Parks and Recreation	Dance Studio		$20.00 / $16.00 / $80.00 / $25.00
1115	Parks and Recreation	Weight Room (per month) (+)		$18.00
1116	Parks and Recreation	Weight Room (per day) (+)		$4.00
1117	Parks and Recreation	**Gary del Palacio Recreation Center**		
1118	Parks and Recreation	Gym Full Court (per hour)		$45.00 / $36.00 / $180.00 / $56.00
1119	Parks and Recreation	Gym Half Court (per hour)		$23.00 / $18.00 / $92.00 / $29.00
1120	Parks and Recreation	Gym Full Court (per hour)-Prime Time		$55.00 / $44.00 / $220.00 / $69.00
1121	Parks and Recreation	Gym Half Court (per hour)-Prime Time		$28.00 / $22.00 / $112.00 / $35.00
1122	Parks and Recreation	Auxiliary Gym (per hour)		$25.00 / $20.00 / $100.00 / $31.00
1123	Parks and Recreation	Auxiliary Gym Half Court (per hour)		$13.00 / $10.00 / $52.00 / $16.00
1124	Parks and Recreation	Auxiliary Gym (per hour)-Prime Time		$35.00 / $28.00 / $140.00 / $44.00
1125	Parks and Recreation	Auxiliary Gym Half Court (per hour)-Prime Time		$17.00 / $14.00 / $68.00 / $21.00
1126	Parks and Recreation	Multipurpose Room		$44.00 / $35.00 / $176.00 / $55.00
1127	Parks and Recreation	Dance Studio		$26.00 / $21.00 / $104.00 / $32.00
1128	Parks and Recreation	Racquetball Court (per month)(+) Adult/Youth		$15.00 / $10.00
1129	Parks and Recreation	Racquetball Court (per hour)(+) Adult/Youth		$2.00 / $1.00
1130	Parks and Recreation	Weight Room (per month) (+)		$18.00
1131	Parks and Recreation	Weight Room (per day) (+)		$4.00
1132	Parks and Recreation	Kitchen (per event)		$30.00
1133	Parks and Recreation	**Leona Ford Washington Recreation Center**		
1134	Parks and Recreation	Gym Full Court (per hour)		$15.00 / $12.00 / $60.00 / $19.00
1135	Parks and Recreation	Gym Half Court (per hour)		$7.00 / $6.00 / $28.00 / $9.00
1136	Parks and Recreation	Gym Full Court (per hour)-Prime Time		$25.00 / $20.00 / $100.00 / $31.00
1137	Parks and Recreation	Gym Half Court (per hour)-Prime Time		$13.00 / $10.00 / $52.00 / $16.00
1138	Parks and Recreation	Multipurpose Room-Hall		$59.00 / $47.00 / $236.00 / $74.00
1139	Parks and Recreation	Weight Room (per month) (+)		$10.00
1140	Parks and Recreation	Weight Room (per day) (+)		$3.00
1141	Parks and Recreation	Kitchen (per event)		$30.00
1142	Parks and Recreation	**Sylvia Carreon Recreation Center**		
1143	Parks and Recreation	Gym Full Court (per hour)		$45.00 / $36.00 / $180.00 / $56.00
1144	Parks and Recreation	Gym Half Court (per hour)		$23.00 / $18.00 / $92.00 / $29.00
1145	Parks and Recreation	Gym Full Court (per hour)-Prime Time		$55.00 / $44.00 / $220.00 / $69.00
1146	Parks and Recreation	Gym Half Court (per hour)-Prime Time		$28.00 / $22.00 / $112.00 / $35.00
1147	Parks and Recreation	Weight Room (per month) (+)		$18.00
1148	Parks and Recreation	Weight Room (per day) (+)		$4.00
1149	Parks and Recreation	Kitchen (per event)		$30.00
1150	Parks and Recreation	Multipurpose Room		$53.00 / $43.00 / $214.00 $67.00
1151	Parks and Recreation	Activity Room		$ 40.00 / $32.00 / $ 160.00 / $50.00
1152	Parks and Recreation	Balcony Party Area		$46.00 / $37.00 / $185.00 / $58.00
1153	Parks and Recreation	**Marty Robbins Recreation Center**		
1154	Parks and Recreation	Gym Full Court (per hour)		$45.00 / $36.00 / $180.00 / $56.00
1155	Parks and Recreation	Gym Half Court (per hour)		$23.00 / $18.00 / $92.00 / $29.00
1156	Parks and Recreation	Gym Full Court (per hour)-Prime Time		$55.00 / $44.00 / $220.00 / $69.00
1157	Parks and Recreation	Gym Half Court (per hour)-Prime Time		$28.00 / $22.00 / $112.00 / $35.00
1158	Parks and Recreation	Multi Purpose Room		$44.00 / $35.00 / $176.00 / $55.00
1159	Parks and Recreation	Dance Studio		$26.00 / $21.00 / $104.00 / $32.00
1160	Parks and Recreation	Weight Room (per month) (+)		$18.00
1161	Parks and Recreation	Weight Room (per day) (+)		$4.00
1162	Parks and Recreation	Kitchen (per event)		$30.00
1163	Parks and Recreation	**Multipurpose Recreation Center**		
1164	Parks and Recreation	Gym Full Court (per hour)		$45.00 / $36.00 / $180.00 / $56.00
1165	Parks and Recreation	Gym Half Court (per hour)		$23.00 / $18.00 / $92.00 / $29.00
1166	Parks and Recreation	Gym Full Court (per hour)-Prime Time		$55.00 / $44.00 / $220.00 / $69.00
1167	Parks and Recreation	Gym Half Court (per hour)-Prime Time		$28.00 / $22.00 / $112.00 / $35.00
1168	Parks and Recreation	Multipurpose Room	Old Weight room	$35.00 / $28.00 / $140.00 / $44.00
1169	Parks and Recreation	Ballroom		$138.00 / $110.00 / $552.00 / $172.00
1170	Parks and Recreation	Dance Studio		$27.00 / $22.00 / $108.00 / $34.00

Line No.	Department	Fee Description	Detail	FY 2022 Adopted
1171	Parks and Recreation	Patio	Available for rental in conjunction with room rental - Flat Rate	$60.00 / $48.00 / $240.00 / $75.00
1172	Parks and Recreation	Weight Room (per month) (+)		$10.00
1173	Parks and Recreation	Weight Room (per day) (+)		$3.00
1174	Parks and Recreation	Kitchen (per event)		$30.00
1175	Parks and Recreation	**Nolan Richardson Recreation Center**		
1176	Parks and Recreation	Gym Full Court (per hour)		$35.00 / $28.00 / $140.00 / $44.00
1177	Parks and Recreation	Gym Half Court (per hour)		$18.00 / $14.00 / $72.00 / $22.00
1178	Parks and Recreation	Gym Full Court (per hour)-Prime Time		$45.00 / $36.00 / $180.00 / $56.00
1179	Parks and Recreation	Gym Half Court (per hour)-Prime Time		$23.00 / $18.00 / $92.00 / $29.00
1180	Parks and Recreation	Multipurpose Room		$42.00 / $34.00 / $168.00 / $52.00
1181	Parks and Recreation	Classroom A	Base on 730 Sq. Ft.	$22.00 / $18.00 / $88.00 / $27.00
1182	Parks and Recreation	Patio	Available for rental in conjunction with room rental - Flat Rate	$60.00 / $48.00 / $240.00 / $75.00
1183	Parks and Recreation	Weight Room (per month) (+)		$10.00
1184	Parks and Recreation	Weight Room (per day) (+)		$3.00
1185	Parks and Recreation	Kitchen (per event)		$30.00
1186	Parks and Recreation	**Pat O'Rourke Recreation Center**		
1187	Parks and Recreation	Gym Full Court (per hour)		$35.00 / $28.00 / $140.00 / $44.00
1188	Parks and Recreation	Gym Half Court (pre hour)		$18.00 / $14.00 / $72.00 / $22.00
1189	Parks and Recreation	Gym Full Court (per day) prime time		$45.00 / $36.00 / $180.00 / $56.00
1190	Parks and Recreation	Gym Half Court (per day) prime time		$23.00 / $18.00 / $92.00 / $29.00
1191	Parks and Recreation	Multi Purpose Room 1		$58.00 / $46.00 / $232.00 / $72.00
1192	Parks and Recreation	Multi Purpose Room 2A		$23.00 / $18.00 / $92.00 / $29.00
1193	Parks and Recreation	Multi Purpose Room 2B		$22.00 / $18.00 / $88.00 / $27.00
1194	Parks and Recreation	Multi Purpose Room 2C		$22.00 / $18.00 / $88.00 / $27.00
1195	Parks and Recreation	Multi Purpose Room 2A and 2B		$45.00 / $36.00 / $180.00 / $56.00
1196	Parks and Recreation	Multi Purpose Room 2B and 2C		$43.00 / $34.00 / $172.00 / $54.00
1197	Parks and Recreation	Multi Purpose Room 2A, 2B, 2C		$67.00 / $54.00 / $268.00 / $84.00
1198	Parks and Recreation	Conference Room		$30.00 / $24.00 / $120.00 / $37.00
1199	Parks and Recreation	Dance Studio		$71.00 / $57.00 / $284.00 / $89.00
1200	Parks and Recreation	Courtyard	Available for rental in conjunction with room rental - Flat Rate	$34.00 / $27.00 / $136.00 / $42.00
1201	Parks and Recreation	Weight Room (per month) (+)		$18.00
1202	Parks and Recreation	Weight Room (per day) (+)		$4.00
1203	Parks and Recreation	**Pavo Real Recreation Center**		
1204	Parks and Recreation	Gym Full Court (per hour)		$35.00 / $28.00 / $140.00 / $44.00
1205	Parks and Recreation	Gym Half Court (per hour)		$18.00 / $14.00 / $72.00 / $22.00
1206	Parks and Recreation	Gym Full Court (per hour)-Prime Time		$45.00 / $36.00 / $180.00 / $56.00
1207	Parks and Recreation	Gym Half Court (per hour)-Prime Time		$23.00 / $18.00 / $92.00 / $29.00
1208	Parks and Recreation	Auxiliary Gym (per hour)		$15.00 / $12.00 / $60.00 / $19.00
1209	Parks and Recreation	Auxiliary Gym Half Court (per hour)		$7.00 / $6.00 / $28.00 / $9.00
1210	Parks and Recreation	Auxiliary Gym (per hour)-Prime Time		$25.00 / $20.00 / $100.00 / $31.00
1211	Parks and Recreation	Auxiliary Gym Half Court (per hour)-Prime Time		$13.00 / $10.00 / $52.00 / $16.00
1212	Parks and Recreation	Classroom 1		$12.00 / $10.00 / $48.00 / $15.00
1213	Parks and Recreation	Classroom 2		$24.00 / $19.00 / $96.00 / $30.00
1214	Parks and Recreation	Classroom 3		$21.00 / $17.00 / $84.00 / $26.00
1215	Parks and Recreation	Dance Studio		$69.00 / $55.00 / $276.00 / $86.00
1216	Parks and Recreation	Patio	Available for rental in conjunction with room rental - Flat Rate	$60.00 / $48.00 / $240.00 / $75.00
1217	Parks and Recreation	Boxing Room (per month) (+) Adult/Youth		$15.00 / $10.00
1218	Parks and Recreation	Boxing Room (per day) (+) Adult/Youth		$2.00 / $1.00
1219	Parks and Recreation	Boxing Room		$83.00 / $66.00 / $332.00 / $104.00
1220	Parks and Recreation	Racquetball Court (per month)(+) Adult/Youth		$15.00 / $10.00
1221	Parks and Recreation	Racquetball Court (per hour)(+) Adult/Youth		$2.00 / $1.00
1222	Parks and Recreation	Weight Room (per month) (+)		$18.00
1223	Parks and Recreation	Weight Room (per hour) (+)		$4.00
1224	Parks and Recreation	Kitchen (per event)		$30.00
1225	Parks and Recreation	**Rae Gilmore Recreation Center**		
1226	Parks and Recreation	Multipurpose Room		$58.00 / $46.00 / $232.00 / $72.00
1227	Parks and Recreation	Classroom 1		$10.00 / $8.00 / $40.00 / $12.00
1228	Parks and Recreation	Classroom 2		$10.00 / $8.00 / $40.00 / $12.00
1229	Parks and Recreation	Patio	Available for rental in conjunction with room rental - Flat Rate	$60.00 / $48.00 / $240.00 / $75.00
1230	Parks and Recreation	Weight Room (per month) (+)		$6.00
1231	Parks and Recreation	Weight Room (per hour) (+)		$3.00
1232	Parks and Recreation	Kitchen (per event)		$30.00
1233	Parks and Recreation	**San Juan Recreation Center**		
1234	Parks and Recreation	Gym Full Court (per hour)		$35.00 / $28.00 / $140.00 / $44.00
1235	Parks and Recreation	Gym Half Court (per hour)		$18.00 / $14.00 / $72.00 / $22.00
1236	Parks and Recreation	Gym Full Court (per hour)-Prime Time		$45.00 / $36.00 / $180.00 / $56.00
1237	Parks and Recreation	Gym Half Court (per hour)-Prime Time		$23.00 / $18.00 / $92.00 / $29.00
1238	Parks and Recreation	Multipurpose Room		$27.00 / $22.00 / $108.00 / $34.00
1239	Parks and Recreation	Classroom 1		$12.00 / $10.00 / $48.00 / $15.00
1240	Parks and Recreation	Weight Room (per month) (+)		$10.00
1241	Parks and Recreation	Weight Room (per day) (+)		$3.00
1242	Parks and Recreation	Boxing Room (per month) (+) Adult/Youth		$15.00 / $10.00
1243	Parks and Recreation	Boxing Room (per day) (+) Adult/Youth		$2.00 / $1.00
1244	Parks and Recreation	Boxing Room		$35.00 / $28.00 / $140.00 / $44.00
1245	Parks and Recreation	Kitchen (per event)		$30.00
1246	Parks and Recreation	**Seville Recreation Center**		

Line No.	Department	Fee Description	Detail	FY 2022 Adopted
1247	Parks and Recreation	Gym Full Court (per hour)		$15.00 / $12.00 / $60.00 / $19.00
1248	Parks and Recreation	Gym Half Court (per hour)		$7.00 / $6.00 / $28.00 / $9.00
1249	Parks and Recreation	Gym Full Court (per hour)-Prime Time		$25.00 / $20.00 / $100.00 / $31.00
1250	Parks and Recreation	Gym Half Court (per hour)-Prime Time		$13.00 / $10.00 / $52.00 / $16.00
1251	Parks and Recreation	Multipurpose Room		$12.00 / $10.00 / $48.00 / $15.00
1252	Parks and Recreation	Weight Room (per month) (+)		$6.00
1253	Parks and Recreation	Weight Room (per day) (+)		$3.00
1254	Parks and Recreation	Kitchen (per event)		$30.00
1255	Parks and Recreation	**Veterans Recreation Center**		
1256	Parks and Recreation	Gym Full Court (per hour)		$35.00 / $28.00 / $140.00 / $44.00
1257	Parks and Recreation	Gym Half Court (per hour)		$18.00 / $14.00 / $72.00 / $22.00
1258	Parks and Recreation	Gym Full Court (per hour)-Prime Time		$45.00 / $36.00 / $180.00 / $56.00
1259	Parks and Recreation	Gym Half Court (per hour)-Prime Time		$23.00 / $18.00 / $92.00 / $29.00
1260	Parks and Recreation	Auxiliary Gym (per hour)		$15.00 / $12.00 / $60.00 / $19.00
1261	Parks and Recreation	Auxiliary Gym Half Court (per hour)		$7.00 / $6.00 / $28.00 / $9.00
1262	Parks and Recreation	Auxiliary Gym (per hour)-Prime Time		$25.00 / $20.00 / $100.00 / $31.00
1263	Parks and Recreation	Auxiliary Gym half court (per hour)-Prime Time		$13.00 / $10.00 / $52.00 / $16.00
1264	Parks and Recreation	Classroom 5		$18.00 / $14.00 / $72.00 / $22.00
1265	Parks and Recreation	Weight Room (per month) (+)		$18.00
1266	Parks and Recreation	Weight Room (per day) (+)		$4.00
1267	Parks and Recreation	**Memorial Outdoor Resource Center**		
1268	Parks and Recreation	Multipurpose Room		$43.00 / $34.00 / $172.00 / $54.00
1269	Parks and Recreation	Kitchen (per event)		$30.00
1270	Parks and Recreation	Leisure Interest Class or Workshop		Direct Costs - (staff, supplies, contracts, equipment) plus 25% factor to recover leisure interest coordinator divided by number of expected participants plus $7.00 nonrefundable administrative fee, equals cost of class/workshop.
1271	Parks and Recreation	Outdoor Recreation Activity or Program		Direct Costs - (staff, supplies, contracts, equipment) plus a 50% factor to recover program coordinator divided by number of expected participants plus $7.00 nonrefundable administrative fee, equals cost of activity/program.
1272	Parks and Recreation	Trips/Excursions (Off Site)		Direct Costs - (staff, supplies, contracts, entry fees, vehicles, equipment) plus 50% factor to recover program coordinator divided by number of expected participants plus $7.00 nonrefundable administrative fee, equals cost of activity/program.
1273	Parks and Recreation	Dances/Entertainment (On Site)		Direct Costs - (staff, supplies, contracts, equipment) plus 50% factor to recover program coordinator divided by number of expected participants equals cost of activity/program.
1274	Parks and Recreation	Senior Centers	(+) Indicates Per Person 1/2 hour increment @ 1/2 hourly rate Rates are per hour unless indicated Two hour minimum rental for facility use that is non-contiguous to public hour of operation.	Single fee listings are the General Admission or Flat Rate; Multiple fee listings are noted in the following order: Standard Rate; Non-Profit Rate; Commercial Rate; Non-Resident Rate
1275	Parks and Recreation	**Eastside Senior Center**		
1276	Parks and Recreation	Multipurpose Room		$79.00 / $64.00 / $317.00 / $98.00
1277	Parks and Recreation	Multipurpose Room #2		$47.00 / $37.00 / $187.00 / $59.00
1278	Parks and Recreation	Classroom 2		$20.00 / $17.00 / $82.00 / $25.00
1279	Parks and Recreation	Arts and Crafts Room		$18.00 / $14.00 / $72.00 / $23.00
1280	Parks and Recreation	Patio	Available for rental in conjunction with room rental - Flat Rate	$60.00 / $48.00 / $240.00 / $76.00
1281	Parks and Recreation	Billiard Room (per year)		$30.00
1282	Parks and Recreation	Billiard Room (per month) (+)		$10.00
1283	Parks and Recreation	Billiard Room (per day) (+)		$2.00
1284	Parks and Recreation	Weight Room (per month) (+)		$6.00
1285	Parks and Recreation	Weight Room (per day) (+)		$3.00
1286	Parks and Recreation	Kitchen (per event)		$30.00
1287	Parks and Recreation	**Father Martinez Senior Center**		
1288	Parks and Recreation	Multipurpose Room		$146.00 / $118.00 / $586.00 / $182.00
1289	Parks and Recreation	Classroom 2		$14.00 / $12.00 / $58.00 / $18.00
1290	Parks and Recreation	Arts and Crafts Room		$23.00 / $18.00 / $90.00 / $29.00
1291	Parks and Recreation	Dance Studio		$22.00 / $17.00 / $86.00 / $26.00
1292	Parks and Recreation	Billiard Rooms #1 and #2 (per year)		$30.00
1293	Parks and Recreation	Billiard Rooms #1 and #2 (per month) (+)		$10.00
1294	Parks and Recreation	Billiard Rooms #1 and #2 (per day) (+)		$2.00
1295	Parks and Recreation	Weight Room (per month) (+)		$6.00
1296	Parks and Recreation	Weight Room (per day) (+)		$3.00
1297	Parks and Recreation	Kitchen (per event)		$30.00
1298	Parks and Recreation	**Grandview Senior Center**		
1299	Parks and Recreation	Multipurpose Room		$85.00 / $68.00 / $341.00 / $107.00
1300	Parks and Recreation	Classroom 1		$19.00 / $16.00 / $77.00 / $24.00
1301	Parks and Recreation	Classroom 2		$14.00 / $12.00 / $58.00 / $18.00

Line No.	Department	Fee Description	Detail	FY 2022 Adopted
1302	Parks and Recreation	Classroom 3		$10.00 / $7.00 / $38.00 / $12.00
1303	Parks and Recreation	Billiard Room (per year)		$30.00
1304	Parks and Recreation	Billiard Room (per month) (+)		$10.00
1305	Parks and Recreation	Billiard Room (per day) (+)		$2.00
1306	Parks and Recreation	Kitchen (per event)		$30.00
1307	Parks and Recreation	**Happiness Senior Center**		
1308	Parks and Recreation	Multipurpose Room		$95.00 / $76.00 / $379.00 / $119.00
1309	Parks and Recreation	Classroom 1		$13.00 / $11.00 / $53.00 / $17.00
1310	Parks and Recreation	Classroom 2		$12.00 / $10.00 / $48.00 / $16.00
1311	Parks and Recreation	Billiard Room (per year) (+)		$30.00
1312	Parks and Recreation	Billiard Room (per month) (+)		$10.00
1313	Parks and Recreation	Billiard Room (per day) (+)		$2.00
1314	Parks and Recreation	Kitchen (per event)		$30.00
1315	Parks and Recreation	**Hilos de Plata Senior Center**		
1316	Parks and Recreation	Multipurpose Room		$146.00 / $118.00 / $586.00 / $182.00
1317	Parks and Recreation	Classroom 2		$17.00 / $13.00 / $67.00 / $20.00
1318	Parks and Recreation	Arts and Crafts Room		$23.00 / $18.00 / $91.00 / $29.00
1319	Parks and Recreation	Billiard Room (per year)		$30.00
1320	Parks and Recreation	Billiard Room (per month) (+)		$10.00
1321	Parks and Recreation	Billiard Room (per day) (+)		$2.00
1322	Parks and Recreation	Weight Room (per month) (+)		$10.00
1323	Parks and Recreation	Weight Room (per day) (+)		$3.00
1324	Parks and Recreation	Kitchen (per event)		$30.00
1325	Parks and Recreation	**Memorial Senior Center**		
1326	Parks and Recreation	Multipurpose Room		$68.00 / $55.00 / $274.00 / $85.00
1327	Parks and Recreation	Multipurpose Room (1,282 sq. ft.)		$40.00 / $33.00 / $160.00 / $50.00
1328	Parks and Recreation	Classroom 2		$7.00 / $6.00 / $29.00 / $8.00
1329	Parks and Recreation	Arts and Crafts Room		$25.00 / $20.00 / $101.00 / $31.00
1330	Parks and Recreation	Billiard Room (per year)		$30.00
1331	Parks and Recreation	Billiard Room (per month) (+)		$10.00
1332	Parks and Recreation	Billiard Room (per day) (+)		$2.00
1333	Parks and Recreation	Kitchen (per event)		$30.00
1334	Parks and Recreation	**Polly Harris Senior Center**		
1335	Parks and Recreation	Multipurpose Room		$85.00 / $68.00 / $341.00 / $107.00
1336	Parks and Recreation	Arts and Crafts Room		$17.00 / $13.00 / $67.00 / $20.00
1337	Parks and Recreation	Billiard Room (per year)		$30.00
1338	Parks and Recreation	Billiard Room (per month) (+)		$10.00
1339	Parks and Recreation	Billiard Room (per day) (+)		$2.00
1340	Parks and Recreation	Kitchen (per event)		$30.00
1341	Parks and Recreation	**San Juan Senior Center**		
1342	Parks and Recreation	Multipurpose Room		$92.00 / $74.00 / $370.00 / $115.00
1343	Parks and Recreation	Dance Studio		$29.00 / $23.00 / $115.00 / $36.00
1344	Parks and Recreation	Placita		$60.00 / $48.00 / $240.00 / $76.00
1345	Parks and Recreation	Billiard Room (per year)		$30.00
1346	Parks and Recreation	Billiard Room (per month) (+)		$10.00
1347	Parks and Recreation	Billiard Room (per day) (+)		$2.00
1348	Parks and Recreation	Kitchen (per event)		$30.00
1349	Parks and Recreation	**South El Paso Senior Center**		
1350	Parks and Recreation	Multipurpose Room		$154.00 / $122.00 / $714.00 / $192.00
1351	Parks and Recreation	Classroom 2		$28.00 / $22.00 / $110.00 / $35.00
1352	Parks and Recreation	Classroom 3		$22.00 / $17.00 / $86.00 / $26.00
1353	Parks and Recreation	Classroom 4		$22.00 / $17.00 / $86.00 / $26.00
1354	Parks and Recreation	Billiard Room (per year)		$30.00
1355	Parks and Recreation	Billiard Room (per month) (+)		$10.00
1356	Parks and Recreation	Billiard Room (per day) (+)		$2.00
1357	Parks and Recreation	**Wellington Chew Senior Center**		
1358	Parks and Recreation	Multipurpose Room		$138.00 / $110.00 / $552.00 / $173.00
1359	Parks and Recreation	Classroom 1		$17.00 / $13.00 / $67.00 / $20.00
1360	Parks and Recreation	Classroom 2		$12.00 / $10.00 / $48.00 / $14.00
1361	Parks and Recreation	Classroom 3		$21.00 / $17.00 / $86.00 / $26.00
1362	Parks and Recreation	Billiard Room (per year)		$30.00
1363	Parks and Recreation	Billiard Room (per month) (+)		$10.00
1364	Parks and Recreation	Billiard Room (per day) (+)		$2.00
1365	Parks and Recreation	Leisure Interest Class or Workshop		Direct Costs - (staff, supplies, contracts, equipment) plus 25% factor to recover leisure interest coordinator divided by number of expected participants plus $7.00 nonrefundable administrative fee, equals cost of class/workshop.
1366	Parks and Recreation	Outdoor Recreation Activity or Program		Direct Costs - (staff, supplies, contracts, equipment) plus a 50% factor to recover program coordinator divided by number of expected participants plus $7.00 nonrefundable administrative fee, equals cost of activity/program.

Line No.	Department	Fee Description	Detail	FY 2022 Adopted
1367	Parks and Recreation	Trips/Excursions (Off Site)		Direct Costs - (staff, supplies, contracts, entry fees, vehicles, equipment) plus 50% factor to recover program coordinator divided by number of expected participants plus $7.00 nonrefundable administrative fee, equals cost of activity/program.
1368	Parks and Recreation	Dances/Entertainment (On Site)		Direct Costs - (staff, supplies, contracts, equipment) plus 50% factor to recover program coordinator divided by number of expected participants equals cost of activity/program.
1369	Parks and Recreation	Shelters: Arlington, Braden Aboud, Grandview, Sunrise, Thomas Manor		Single fee listings are the General Admission or Flat Rate; Multiple fee listings are noted in the following order: Standard Rate; Non-Profit Rate; Commercial Rate; Non-Resident Rate
1370	Parks and Recreation	Per hour		$48.00 / $38.00 / $192.00 / $60.00
1371	Parks and Recreation	All day		$288.00 / $230.00 / $1152.00 / $360.00
1372	Parks and Recreation	Per hour - Prime time		$66.00 / $53.00 / $264.00 / $83.00
1373	Parks and Recreation	All day - Prime time		$396.00 / $317.00 / $1,584.00 / $494.00
1374	Parks and Recreation	Reserves: Memorial		Single fee listings are the General Admission or Flat Rate; Multiple fee listings are noted in the following order: Standard Rate; Non-Profit Rate; Commercial Rate; Non-Resident Rate
1375	Parks and Recreation	Per hour		$44.00 / $35.00 / $175.00 / $55.00
1376	Parks and Recreation	All day		$262.00 / $210.00 / $1,050.00 / $327.00
1377	Parks and Recreation	Per hour - Prime time		$56.00 / $45.00 / $225.00 / $70.00
1378	Parks and Recreation	All day - Prime time		$375.00 / $300.00 / $1,500.00 / $469.00
1379	Parks and Recreation	Pavilions: Veterans, Shawver, Pavo Real		Single fee listings are the General Admission or Flat Rate; Multiple fee listings are noted in the following order: Standard Rate; Non-Profit Rate; Commercial Rate; Non-Resident Rate
1380	Parks and Recreation	Per hour		$18.00 / $14.00 / $72.00 / $23.00
1381	Parks and Recreation	All day		$108.00 / $86.00 / $432.00 / $136.00
1382	Parks and Recreation	Per hour - Prime time		$24.00 / $19.00 / $96.00 / $30.00
1383	Parks and Recreation	All day - Prime time		$144.00 / $115.00 / $576.00 / $180.00
1384	Parks and Recreation	Plazas: Union Plaza, San Jacinto Plaza, Cleveland Square Plaza, Rambla		Single fee listings are the General Admission or Flat Rate; Multiple fee listings are noted in the following order: Standard Rate; Non-Profit Rate; Commercial Rate; Non-Resident Rate
1385	Parks and Recreation	Per hour Stage with electricity		$36.00 / $29.00 / $144.00 / $44.00
1386	Parks and Recreation	All day Stage with electricity		$216.00 / $173.00 / $864.00 / $270.00
1387	Parks and Recreation	Per hour Stage without electricity		$12.00 / $10.00 / $48.00 / $14.00
1388	Parks and Recreation	All day Stage without electricity		$72.00 / $58.00 / $288.00 / $90.00
1389	Parks and Recreation	Per hour - Prime time - Stage with electricity		$42.00 / $34.00 / $168.00 / $53.00
1390	Parks and Recreation	All day - Prime time - Stage with electricity		$252.00 / $202.00/ $1,008.00 / $314.00
1391	Parks and Recreation	Per hour - Prime time - Stage w/o electricity		$24.00 / $19.00 / $96.00 / $30.00
1392	Parks and Recreation	All day - Prime time - Stage w/o electricity		$144.00 / $115.00 / $576.00 / $180.00
1393	Parks and Recreation	Additional electrical (Union Plaza only) (per event)		$96.00
1394	Parks and Recreation	San Jacinto Plaza deposit for rental option B		$500.00
1395	Parks and Recreation	San Jacinto Plaza deposit for rental option C		$1,000.00
1396	Parks and Recreation	San Jacinto 1 peace officer at $35.00 per hour for rental option C		$35.00
1397	Parks and Recreation	San Jacinto Splash Pad operator per hour		$15.00
1398	Parks and Recreation	Rose Garden Site		Single fee listings are the General Admission or Flat Rate; Multiple fee listings are noted in the following order: Standard Rate; Non-Profit Rate; Commercial Rate; Non-Resident Rate
1399	Parks and Recreation	Per hour		$42.00 / $34.00 / $168.00 / $53.00
1400	Parks and Recreation	Per hour - Prime time		$54.00 / $43.00 / $216.00 / $67.00
1401	Parks and Recreation	Park Grounds , Greens, Squares		Flat Rate
1402	Parks and Recreation	Reserved use of outdoor park areas (per event) (per day)		$54.00
1403	Parks and Recreation	Trainer/Instructor Permit (Non-exclusive; good for 6 months)		$54.00
1404	Parks and Recreation	Aquatics	(+) Indicates Per Person 1/2 hour increment @ 1/2 hourly rate Rates are per hour unless indicated	Single fee listings are the General Admission or Flat Rate; Multiple fee listings are noted in the following order: Standard Rate; Non-Profit Rate; Commercial Rate; Non-Resident Rate
1405	Parks and Recreation	**Public Swim/Lap Swim**		
1406	Parks and Recreation	Youth (+)		$2.00 Fee waived for children under 2 years of age.
1407	Parks and Recreation	Adult (+)		$3.00
1408	Parks and Recreation	Senior (+)		$2.00
1409	Parks and Recreation	**Swim Passes**		

Line No.	Department	Fee Description	Detail	FY 2022 Adopted
1410	Parks and Recreation	Swim Pass - Adults (+)	(30, 60 or 90 days)	$3 x 2 visits/week x 4 Weeks = $24
1411	Parks and Recreation	Swim Pass - Youth and Seniors (+)	(30, 60 or 90 days)	$2 x 2 visits/week x 4 Weeks = $16
1412	Parks and Recreation	Trial Fee for Water Programs		$5.00
1413	Parks and Recreation	Organized Swim Teams	(+) Indicates Per Person 1/2 hour increment @ 1/2 hourly rate Rates are per hour unless indicated	Single fee listings are the General Admission or Flat Rate; Multiple fee listings are noted in the following order: Standard Rate; Non-Profit Rate; Commercial Rate; Non-Resident Rate
1414	Parks and Recreation	School Swim Teams (per hour)	With Inter-Local Agreement	$25.00
1415	Parks and Recreation	School Swim Teams (per hour Half Pool)	With Inter-Local Agreement	$12.50
1416	Parks and Recreation	Individual lane rental – 25 yd.		$14.00 / $12.00 / $50.00 / $17.00
1417	Parks and Recreation	Individual lane rental – 50M		$21.00 / $18.00 / $78.00 / $26.00
1418	Parks and Recreation	Swim Meets – 25 yd.		$132.00 / $110.00 / $528.00 / $165.00
1419	Parks and Recreation	Swim Meets – 50M		$173.00 / $144.00 / $692.00 / $216.00
1420	Parks and Recreation	Swim Meets – Starting System (per meet)		$25.00 / $20.00 / $100.00 / $31.00
1421	Parks and Recreation	Swim Meets – Touch Pad (per meet)		$15.00 / $12.00 / $60.00 / $19.00
1422	Parks and Recreation	Dolphin Timers (per meet)		$100.00
1423	Parks and Recreation	Swim Meets - Timing System (per 8 lane meet)		$500.00
1424	Parks and Recreation	Operator Fee for Timing System per hour (per operator)		$30.00
1425	Parks and Recreation	Swim Meets – Spectator Fee (+) Adult/Youth and Senior		$3 / $2
1426	Parks and Recreation	**Westside Pool**		
1427	Parks and Recreation	Individual lane rental – 25 yd.		$14.00 / $12.00 / $50.00 / $17.00
1428	Parks and Recreation	Individual lane rental – 50M		$21.00 / $18.00 / $78.00 / $26.00
1429	Parks and Recreation	Swim Meets per hour		$173.00 / $144.00 / $692.00 / $216.00
1430	Parks and Recreation	Multipurpose Room (703 sq. ft.)		$20.00 per hour
1431	Parks and Recreation	Pool Party During Operating Hours (fee includes use of Multipurpose Room and 50 guests admission for 2 hours)		$200.00
1432	Parks and Recreation	**Eastside Regional Natatorium**		
1433	Parks and Recreation	Individual Lane Rental- 25 yd.		$14.00 / $12.00 / $50.00 / $17.00
1434	Parks and Recreation	Individual Lane Rental- 50 M		$21.00 / $18.00 / $78.00 / $26.00
1435	Parks and Recreation	Swim Meet Per Hour		$173.00 / $144.00 / $692.00 / $216.00
1436	Parks and Recreation	Public Pool Rentals	(+) Indicates Per Person 1/2 hour increment @ 1/2 hourly rate Rates are per hour unless indicated Two hour minimum rental for facility use that is non-contiguous to public hours of operation.	Single fee listings are the General Admission or Flat Rate; Multiple fee listings are noted in the following order: Standard Rate; Non-Profit Rate; Commercial Rate; Non-Resident Rate
1437	Parks and Recreation	Pool Rental – >8,000 sq. ft.		$100.00 / $80.00 / $400.00 / $125.00
1438	Parks and Recreation	Pool Rental – <8,000 sq. ft.		$60.00 / $48.00 / $240.00 / $75.00
1439	Parks and Recreation	Armijo Water Leisure Pool		$100.00 / $80.00 / $400.00 / $125.00
1440	Parks and Recreation	Gus and Goldie (per hour)		$50.00
1441	Parks and Recreation	Lifeguard rate (per hour)		$25.00
1442	Parks and Recreation	Pool Attendant (per hour)		$20.00
1443	Parks and Recreation	Learn to Swim, Diving, Water Aerobics, Stroke, Junior Lifeguard Training, Water Safety Instructor Classes		Direct Costs - (staff, supplies, equipment) plus 25% factor to recover aquatics coordinator divided by number of expected participants plus $7.00 nonrefundable administrative fee, plus Red Cross Materials equals cost of class.
1444	Parks and Recreation	Event or Activity Fees	(+) Indicates Per Person 1/2 hour increment @ 1/2 hourly rate Rates are per hour unless indicated	Flat Rate
1445	Parks and Recreation	General Food Booth (per day)		$65.00
1446	Parks and Recreation	General Vendor Booth (per day)		$45.00
1447	Parks and Recreation	Holiday Parade General Vendor Booth (per day)		$60.00
1448	Parks and Recreation	Art in the Park Food Vendor (per event)		$130.00
1449	Parks and Recreation	Art in the Park Craft Vendor (per event)		$90.00
1450	Parks and Recreation	Dia De Los Niño's Food Vendor (per event)		$250.00
1451	Parks and Recreation	Holiday Parade Food Vendor (per event)		$500.00
1452	Parks and Recreation	Holiday Parade route Pre-packaged snack Mobile Vendor (per event)		$100.00
1453	Parks and Recreation	General Food Vendor for Friday Holiday Posada at San Jacinto Plaza		$200.00
1454	Parks and Recreation	Downtown Summer Concert Food Vendor (per event)		$130.00
1455	Parks and Recreation	General Food vendor Saturdays Holiday Posadas at San Jacinto Plaza		$400.00
1456	Parks and Recreation	General Food vendor Sundays Holiday Posadas at San Jacinto Plaza		$300.00

Line No.	Department	Fee Description	Detail	FY 2022 Adopted
1457	Parks and Recreation	General Food vendor Friday, Saturday and Sunday Holiday Posadas at San Jacinto Plaza each day, beginning new year's day and after.		$100.00
1458	Parks and Recreation	Juan Gabriel's and Labor Day Concert Food Vendor Fee		$400.00
1459	Parks and Recreation	Halloween Zombie Walk Food Vendor Fee		$300.00
1460	Parks and Recreation	KidsPalooza event Food Vendor Fee		$200.00
1461	Parks and Recreation	Dia de Los Muertos Food Vendor Fee		$130.00
1462	Parks and Recreation	Holiday Parade Lights/Trinkets Vendor (per event)		$200.00
1463	Parks and Recreation	16th of September Food Vendor		$300.00
1464	Parks and Recreation	4th of July Celebration Food Vendor		$300.00
1465	Parks and Recreation	Senior Games Registration, all individual events (+)		$45.00
1466	Parks and Recreation	Senior Games, 2 individual events (+)		$15.00
1467	Parks and Recreation	Senior Games, each additional individual event (+)		$5.00
1468	Parks and Recreation	Senior Games Banquet - Player & Guest Tickets		$8.00
1469	Parks and Recreation	Senior Games Additional T-Shirt		$10.00
1470	Parks and Recreation	Senior Games, Basketball Team (per team - 5 player roster)		$30.00
1471	Parks and Recreation	Senior Games, Basketball Team (per team - 10 player roster)		$60.00
1472	Parks and Recreation	Senior Games, Volleyball team (per team - 8 player roster)		$45.00
1473	Parks and Recreation	Holiday Parade (per entry <100 walking participants)		$50.00
1474	Parks and Recreation	Holiday Parade (per entry 101-200 walking participants. 200 entry maximum)		$75.00
1475	Parks and Recreation	Holiday Parade (per entry 1-3 vehicles)		$50.00
1476	Parks and Recreation	Holiday Parade (per entry 4-6 vehicles)		$75.00
1477	Parks and Recreation	Family Camp Out Activities		Resident/Non-Resident
1478	Parks and Recreation	Family Camp Out - Adults 18+ (per person)		$10.00 / $12.00
1479	Parks and Recreation	Family Camp Out - Youth 17 and under (per person)		$5.00 / $6.00
1480	Parks and Recreation	Special Events Entry Fee for Plaza Theater		$10.00
1481	Parks and Recreation	Community Special Event		Direct Costs - (staff, supplies, contracts, equipment) divided by number of expected participants plus $7.00 nonrefundable administrative fee equals cost of event.
1482	Parks and Recreation	Skate Parks	(+) Indicates Per Person 1/2 hour increment @ 1/2 hourly rate Rates are per hour unless indicated	Single fee listings are the General Admission or Flat Rate; Multiple fee listings are noted in the following order: Standard Rate; Non-Profit Rate; Commercial Rate; Non-Resident Rate
1483	Parks and Recreation	**Carolina, Mountain View, Northeast Regional, Westside Skate Parks**		
1484	Parks and Recreation	Per hour		$40.00 / $32.00 / $160.00 / $50.00
1485	Parks and Recreation	All day (8 hours, additional hours at hourly rate)		$240.00 / $192.00 / $960.00 / $300.00
1486	Parks and Recreation	**All other Skate Parks**		
1487	Parks and Recreation	Per hour		$20.00 / $16.00 / $80.00 / $25.00
1488	Parks and Recreation	All day (8 hours, additional hours at hourly rate)		$120.00 / $96.00 / $480.00 / $150.00
1489	Parks and Recreation	**Sports Leagues & Tournaments**		
1490	Parks and Recreation	Sports - Adults Leagues & Tournaments		Direct Costs - (Staff, supplies, equipment, field prep, officials, governing bodies) plus 50% factor to recover sports coordinator divided by number of expected teams plus $7.00 nonrefundable administrative fee, equals cost of league/tournament.
1491	Parks and Recreation	Sports - Youth Leagues & Tournaments		Direct Costs - (Staff, supplies, equipment, field prep, officials, governing bodies) plus 50% factor to recover sports coordinator divided by number of expected teams plus $7.00 nonrefundable administrative fee, equals cost of league/tournament.
1492	Parks and Recreation	Sports Centers	(+) Indicates Per Person 1/2 hour increment @ 1/2 hourly rate Rates are per hour unless indicated Two hour minimum rental for facility use that is non-contiguous to public hours of operation.	Single fee listings are the General Admission or Flat Rate; Multiple fee listings are noted in the following order: Standard Rate; Non-Profit Rate; Commercial Rate; Non-Resident Rate
1493	Parks and Recreation	**Acosta Sports Center**		
1494	Parks and Recreation	Multipurpose Room		$42.00 / $34.00 / $168.00 / $52.00
1495	Parks and Recreation	Gym Full Court (per hour)		$35.00 / $28.00 / $140.00 / $44.00
1496	Parks and Recreation	Gym Half Court (per hour)		$18.00 / $14.00 / $72.00 / $23.00
1497	Parks and Recreation	Gym Full Court (per hour)-Prime Time		$45.00 / $36.00 / $180.00 / $56.00
1498	Parks and Recreation	Gym Half Court (per hour)-Prime Time		$23.00 / $18.00 / $92.00 / $29.00
1499	Parks and Recreation	Racquetball Court (per month) (+) Adult/Youth		$15.00 / $10.00
1500	Parks and Recreation	Racquetball Court (per month) (+) Adult/Youth		$2.00 / $1.00
1501	Parks and Recreation	Wrestling Room (per month) (+) Adult/Youth		$15.00 / $10.00
1502	Parks and Recreation	Wrestling Room (per daily) (+) Adult/Youth		$2.00 / $1.00
1503	Parks and Recreation	Wrestling Room Daily Rental		$69.00 / $55.00 / $276.00 / $86.00
1504	Parks and Recreation	**Nations Tobin Sports Center**		
1505	Parks and Recreation	Multipurpose Room		$42.00 / $34.00 / $168.00 / $52.00
1506	Parks and Recreation	Small Rink Full Court (per hour)		$35.00 / $28.00 / $140.00 / $44.00
1507	Parks and Recreation	Small Rink Full Court (per hour)-Prime Time - 5:00pm to Close, Saturdays, and Sundays		$45.00 / $36.00 / $180.00 / $56.00
1508	Parks and Recreation	Boxing Room (per month) (+) Adult/Youth		$15.00 / $10.00
1509	Parks and Recreation	Boxing Room (per day) (+) Adult/Youth		$2.00 / $1.00

Line No.	Department	Fee Description	Detail	FY 2022 Adopted
1510	Parks and Recreation	Boxing Room		$69.00 / $55.00 / $276.00 / $86.00
1511	Parks and Recreation	Big Rink Full Court (per hour)		$65.00 / $50.00 / $240.00 / $85.00
1512	Parks and Recreation	Big Rink Full Court (per hour)-Prime Time - 5:00pm to Close, Saturdays, and Sundays		$75.00 / $60.00 / $300.00 / $95.00
1513	Parks and Recreation	Sports Administration	(+) Indicates Per Person 1/2 hour increment @ 1/2 hourly rate Rates are per hour unless indicated	Flat Rate
1514	Parks and Recreation	Player Fee – Independent Leagues–per player/per season		$16.00
1515	Parks and Recreation	Player Fee – City Programs–per player/per season		$6.00
1516	Parks and Recreation	Parent Class PDF Version – per family per year		$5.00
1517	Parks and Recreation	Parent Class Video Session–per family per year		$7.00
1518	Parks and Recreation	Background check (+) - Biennial		$40.00
1519	Parks and Recreation	Youth Coach ID Cards – (+) Biennial		$5.00
1520	Parks and Recreation	Player ID cards (+) Youth and Adult	Youth - annually; Adult (18 years and older) every 5 years.	$5.00
1521	Parks and Recreation	Tournament Spectator Fee (+) Adult/Youth		$2.00 / $1.00
1522	Parks and Recreation	Tournament T-Shirt		$20.00
1523	Parks and Recreation	Tournament Homerun		5 for $20.00, or 1 for $5.00
1524	Parks and Recreation	Tournament Bracelet		$20.00 per bracelet
1525	Parks and Recreation	League Night/Tournament Softballs		$5.00 per ball, or $50.00 per case
1526	Parks and Recreation	Homerun Derby Entry		$20.00 per player
1527	Parks and Recreation	Banner Program (per banner)	(up to 12 months) Outfield, gym and/or internet	$400.00
1528	Parks and Recreation	Banner Program Renewal (per banner)	(up to 12 months) Outfield, gym and/or internet	$300.00
1529	Parks and Recreation	Concessions – Small – per quarter		$150.00
1530	Parks and Recreation	Concessions – Medium – per quarter		$300.00
1531	Parks and Recreation	Concessions – Large – per quarter		$600.00
1532	Parks and Recreation	**Sports Field Practice Permits**		Flat Rate
1533	Parks and Recreation	Practice Permit (per 60 minutes-without lights)		$7.00
1534	Parks and Recreation	Sports Field Lighting - per hour, per field		$10.00
1535	Parks and Recreation	Sports Field Rental Games, Scrimmages, Practice, Tournaments, Other Events (non-game "only" fields)		Single fee listings are the General Admission or Flat Rate; Multiple fee listings are noted in the following order: Standard Rate; Non-Profit Rate; Commercial Rate; Non-Resident Rate
1536	Parks and Recreation	Single field (per day-without lights)		$75.00 / $60.00 / $300.00 / $94.00
1537	Parks and Recreation	Single field (per hour-without lights)		$20.00 / $16.00 / $80.00 / $25.00
1538	Parks and Recreation	Sports Game Fields - Game "only" Fields	Not available for rental for practice activities - Permit Required	Single fee listings are the General Admission or Flat Rate; Multiple fee listings are noted in the following order: Standard Rate; Non-Profit Rate; Commercial Rate; Non-Resident Rate
1539	Parks and Recreation	**East Side Sports Complex**		
1540	Parks and Recreation	Field without lights		$30.00 / $25.00 / $102.00 / $36.00
1541	Parks and Recreation	Field without lights (per day)		$150.00 / $126.00 / $510.00 / $180.00
1542	Parks and Recreation	Full complex (per day)		$1,200.00 / $1,008.00 / $4,080.00 / $1,440.00
1543	Parks and Recreation	Gate Admission Tournament/league for adult/youth per day		$5.00 / $2.00
1544	Parks and Recreation	**Westside Sports Complex (11 flat fields)**		
1545	Parks and Recreation	Field without lights		$30.00 / $25.00 / $102.00 / $36.00
1546	Parks and Recreation	Field without lights (per day)		$150.00 / $126.00 / $510.00 / $180.00
1547	Parks and Recreation	Full complex (per day)		$1,950.00 / $1,560.00 / $6,630.00 /$2,340.00
1548	Parks and Recreation	**Marty Robbins Sports Complex (4 plex diamond fields)**		
1549	Parks and Recreation	Field without lights		$30.00 / $25.00 / $102.00 / $36.00
1550	Parks and Recreation	Field without lights (per day)		$150.00 / $126.00 / $510.00 / $180.00
1551	Parks and Recreation	Full complex (per day)		$600.00 / $504.00 / $2,040.00 / $720.00
1552	Parks and Recreation	**Joey Barraza & Vino Memorial Park (4-plex diamond fields)**		
1553	Parks and Recreation	Field without lights		$30.00 / $25.00 / $102.00 / $36.00
1554	Parks and Recreation	Field without lights (per day)		$150.00 / $126.00 / $510.00 / $180.00
1555	Parks and Recreation	Full complex (per day)		$600.00 / $504.00 / $2,040.00 / $720.00
1556	Parks and Recreation	**Joey Barraza & Vino Memorial Park (3 flat fields)**		
1557	Parks and Recreation	Field without lights		$30.00 / $25.00 / $102.00 / $36.00
1558	Parks and Recreation	Field without lights (per day)		$150.00 / $126.00 / $510.00 / $180.00
1559	Parks and Recreation	Full complex (per day)		$450.00 / $378.00 / $1,530.00 / $540.00
1560	Parks and Recreation	**Blackie Chesher Sports Complex (5-plex diamond fields)**		
1561	Parks and Recreation	Field without lights		$30.00 / $25.00 / $102.00 / $36.00
1562	Parks and Recreation	Field without lights (per day)		$150.00 / $126.00 / $510.00 / $180.00
1563	Parks and Recreation	Full complex (per day)		$750.00 / $630.00 / $2,550.00 / $900.00
1564	Parks and Recreation	**Blackie Chesher Sports Complex (8-flat fields)**		
1565	Parks and Recreation	Field without lights		$30.00 / $25.00 / $102.00 / $36.00
1566	Parks and Recreation	Field without lights (per day)		$150.00 / $126.00 / $510.00 / $180.00
1567	Parks and Recreation	Full complex (per day)		$1,200.00 / $1,008.00 / $4,080.00 / $1,440.00
1568	Parks and Recreation	**Blackie Chesher Sports Complex (Alex Gutierrez - 1 diamond field)**		
1569	Parks and Recreation	Field without lights		$30.00 / $25.00 / $102.00 / $36.00
1570	Parks and Recreation	Field without lights (per day)		$150.00 / $126.00 / $510.00 / $180.00
1571	Parks and Recreation	Full complex (per day)		$150.00 / $126.00 / $510.00 / $180.00

Line No.	Department	Fee Description	Detail	FY 2022 Adopted
1572	Parks and Recreation	Sports Field Lighting (per hour)(per field)		$10.00
1573	Parks and Recreation	Youth Development Programs	(+) Indicates Per Person 1/2 hour increment @ 1/2 hourly rate Rates are per hour unless indicated	Resident/Non-Resident
1574	Parks and Recreation	Club Rec Summer Program (per week) (+)		$40.00 / $50.00
1575	Parks and Recreation	Club Rec Youth Leader Mentor Program (per week) (+)		$20.00 / $25.00
1576	Parks and Recreation	Afterschool Program (per week) (+)		$5.00
1577	Parks and Recreation	After School weekly payment late fee per child		$5.00
1578	Parks and Recreation	Afterschool late pick up after 6:00 pm per child		$5.00
1579	Parks and Recreation	Youth "Mini" Sports (Ages 4-7) Activity or Program		Direct Costs - (staff, supplies, equipment, volunteers) divided by number of expected participants plus $7.00 non-refundable administrative fee, equals cost of activity/program.
1580	Parks and Recreation	Youth Enrichment (Non-Sport) Activity or Program		Direct Costs - (staff, supplies, equipment) divided by number of expected participants plus $7.00 non-refundable administrative fee, equals cost of activity/program.
1581	Parks and Recreation	Trips/Excursions (Off Site)		Direct Costs - (staff, supplies, contracts, entry fees, vehicles, equipment) plus 50% factor to recover program coordinator divided by number of expected participants plus $7.00 non-refundable administrative fee, equals cost of activity/program.
1582	Parks and Recreation	Dances/Entertainment (On Site)		Direct Costs - (staff, supplies, contracts, equipment) plus 50% factor to recover program coordinator divided by number of expected participants equals cost of activity/program.
1583	Parks and Recreation	**Miscellaneous Fees**		Flat Rate
1584	Parks and Recreation	Daily Vendor Fee		$65.00
1585	Parks and Recreation	Daily Merchandise Fee		$45.00
1586	Parks and Recreation	Tournament/Special Event Vendor Fee		$300.00 per Tournament/Per Site
1587	Parks and Recreation	Tournament/Special Event Merchandise Fee		$150.00 per Tournament/Per Site
1588	Parks and Recreation	Field Paint/Chalk Flat/Diamond Field		$20.00 per field of play
1589	Parks and Recreation	Portable Outfield fence	Portable fencing to change size of fields	$20.00 per field/per day
1590	Parks and Recreation	Security Guard (per hour)	Also applied to outdoor park electric outlet access	$20.00
1591	Parks and Recreation	Park Community Garden Application & Annual Permit		$50.00
1592	Parks and Recreation	Shelter or Center Cleaning charge (per cleaning, per event, per rental per day)		$60.00
1593	Parks and Recreation	Recreation Staff Labor Rate	Per hour, per staff member	$20.00
1594	Parks and Recreation	Trash Removal - Tournament/Event (Per Day)(Per Site)		$350.00 Per DayPer Site
1595	Parks and Recreation	Trash Removal Special Event per Tournament		$600.00 Per Tournament/Per Site
1596	Parks and Recreation	Gym rental for other than sports use (add to gym rate – per hour) Category A		$80.00
1597	Parks and Recreation	Gym rental for other than sports use (add to gym rate – per hour) Category B		$60.00
1598	Parks and Recreation	Gym rental for other than sports use (add to gym rate – per hour) Category C		$40.00
1599	Parks and Recreation	Gym rental for other than sports use (add to gym rate – per hour) Category D		$30.00
1600	Parks and Recreation	Locker Rental at Senior Centers (per month, excludes swimming pools)		$2.00
1601	Parks and Recreation	Activity/Player Card Replacement	Per Card	$5.00
1602	Parks and Recreation	Senior Discount	50% Discount, ages 60+ years old - applies only to Leisure Interest Classes, Racquetball Courts, Weight Room, Billiards, Boxing (Monthly/Yearly fees only)	50% Discount
1603	Parks and Recreation	Multiple Child Program Discount	10% Discount each child from same household (17 years or under) registering for leisure class, or mini-sports program. Does not apply to Daycare and Afterschool.	10% Discount
1604	Parks and Recreation	Non-Resident Premium	25% premium for non-residents applies to all programs requiring individual registration.	25% Increase
1605	Parks and Recreation	Trial usage fee for Leisure Instruction Class	Per Class (1 Time Trial)	$5.00
1606	Parks and Recreation	Ceramics - Firing (per month unlimited pieces)		$6.00
1607	Parks and Recreation	Rummage Sale/Craft Fair	Per space not to exceed 10' x 10', per day	$5.00
1608	Parks and Recreation	Senior Center Arts & Crafts Sales	Per space not to exceed 10' x 10', per day	$5.00
1609	Parks and Recreation	Senior Tournaments (billiards, horseshoe, huachas, etc.)	Per player, per event	$2.00
1610	Parks and Recreation	Catered/commercial food sales-Indoor Facilities - (Kitchen for warming, no prep)	Per Event	$50.00
1611	Parks and Recreation	Administration Fee (per permit or registered activity)		$7.00
1612	Parks and Recreation	Portable Restroom Fee	League, Tournaments and Special Events	$59.00 per unit/per day
1613	Parks and Recreation	Portable Restroom Fee (ADA)	League, Tournaments and Special Events	$85.00 per unit/per day
1614	Parks and Recreation	Portable Restroom Delivery/Pick Up		$30.00 per site
1615	Parks and Recreation	Portable Restroom Service Fee		$30.00 per cleaning/per site
1616	Parks and Recreation	Cleaning Restroom Fee - Existing Restrooms	Tournaments and Special Events	$30.00 per cleaning/per site
1617	Parks and Recreation	Amplification Fee	4 or more days in advance of event	$15.00
1618	Zoo	General Admission	Ages: Under 24 months old (must be accompanied by an adult)	Free
1619	Zoo	General Admission	Ages: 24 months old and up to 12 years old (must be accompanied by an adult)	$7.50
1620	Zoo	General Admission	Ages: 13 years old and up to 17 years old	$9.00

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1621	Zoo	General Admission	Ages: 18 years old and up to 59 years old	$12.00
1622	Zoo	General Admission	Seniors 60 years old and older	$9.00
1623	Zoo	General Admission	Active Duty Military Personnel & Spouse with Valid Military ID	$9.00
1624	Zoo	General Admission	Discount to Active City Employees with Valid City ID	10% - 100% off Regular General Admission
1625	Zoo	General Admission	Discount to Family of Active City Employees (accompanying City employee with Valid City ID) (up to 5 family members of city employee - General Admission)	Up to 20% discount (from regular general admission price)
1626	Zoo	Admission package pricing	Package pricing bundle. Package includes zoo admission, meal, combination of ride/attractions (i.e. Copper Canyon Challenge Ropes Course, train, carousel). Discount to Members, City employees and Active Duty Military. This special discounted ticket is not applicable towards an annual membership pass.	$18.00 - $25.00
1627	Zoo	Reservation School Group Admission - Grade 12 and under	Advance reservation & completed application required. Monday-Sunday, except for City Holiday or Zoo Special Event. School groups include: Public or private: Licensed child daycare, pre-kindergarten, kindergarten, primary, secondary and special education through grade twelve, and home school groups. Minimum # of students may apply.	$5.00
1628	Zoo	Reservation School Group Admission - Universities/Colleges	Advance reservation & completed application required. Monday-Sunday, except for City Holiday or Zoo Special Event. School groups include: Higher learning groups (universities/community colleges). Minimum # of students may apply.	$7.50
1629	Zoo	Reservation School Group Admission - Chaperones (required for any School Group)	Adult Chaperones (18 years of age or over) Ratio: 1 chaperone per 5 Head start, Pre-K, & Kinder; 1 chaperone per 1 Special Education Student; 1 chaperone per 10 students of any other age group or upon discretion of the director.	$7.50
1630	Zoo	Advanced Bulk Ticket Purchases for Specified Zoo Partners (blocks of 250)	Ages: 24 months old and up to 12 years old. Blocks of 250 tickets. General Admission only.	Up to 20% discount (from regular admission price)
1631	Zoo	Advanced Bulk Ticket Purchases for Specified Zoo Partners (blocks of 250)	Ages: 13 years old or older. Blocks of 250 tickets. General Admission only.	Up to 20% discount (from regular admission price)
1632	Zoo	Advanced Bulk Ticket Purchases for Specified Zoo Partners for birthday parties (blocks of 50)	Ages: 24 months and older. Discounted tickets for birthday party packages offered through the Concessionaire.	20% up to 50% discount (from regular admission price)
1633	Zoo	Consignment Ticket for Specified Zoo Partners with agreement	Signed agreement required. Minimum # of tickets as required. No further discounts apply.	$7.00 per ticket
1634	Zoo	Zoo Amenities	Carousel Regular Admission Price (All Ages)	$2.00
1635	Zoo	Zoo Amenities	Carousel Admission Price for Parents accompanying child or anyone under 42" (standing next to but not riding)	Free
1636	Zoo	Zoo Amenities	Carousel Discount from General Admission Price (All Ages) for El Paso Zoological Society Members. Must present membership card and valid ID up to 5 children allowed for discount.	$0.50 discount from regular admission price
1637	Zoo	Zoo Amenities	Rental of Carousel for private event in conjunction with catered event. Per hour price and additional fee for attendant(s).	$500.00 per hour
1638	Zoo	Zoo Amenities	Ropes Course Sky Trail Navigator Regular Admission Price (Anyone over 48" tall).	$8.00
1639	Zoo	Zoo Amenities	Ropes Course Sky Trail Navigator Discount from General Admission Price (Anyone over 48" tall) for El Paso Zoological Society Members. Must present membership card and valid ID up to 5 children allowed for discount.	$0.50 discount from regular admission price
1640	Zoo	Zoo Amenities	Ropes Course Sky Tykes Regular Admission Price (Anyone 42" tall and under)	$5.00
1641	Zoo	Zoo Amenities	Ropes Course Sky Tykes Discount from General Admission Price (Anyone 42" tall and under) for El Paso Zoological Society Members. Must present membership card and valid ID up to 5 children allowed for discount.	$0.50 discount from regular admission price
1642	Zoo	Zoo Amenities	Rental of Ropes Course for private event in conjunction with catered event. Per hour price and additional fee for attendant(s)	$300.00 per hour
1643	Zoo	Zoo Amenities	Rental of Wildlife Amphitheater. Per hour price and additional fees for staff/security	$325.00 per hour
1644	Zoo	Facility rental - sampling	Includes 10 X 10 outdoor space, one table, two chairs. Additional needs will be charged as per fee schedule. Sampling item approval required by Zoo Director. Additional fees for staff assistance may apply.	Low Season (September-February)- $500.00 for 4 hours; High Season (March - August) $1,000.00 for 4 hours.
1645	Zoo	Community - Event Visitor Experiences	All-inclusive ticket that allows visitors to partake in one or more of the following benefits inside the Zoo: meal or snack, craft, activity, animal experience, special access to facilities, classes, etc. Separate ticket required, not part of General/Discount Admissions.	$20.00 - $100.00
1646	Zoo	Community-Event Promotions	Internet sales for holiday-type promotions such as, but not limited to, naming bugs for Valentine's Day, event t-shirts, photos, etc.	$1.00 - $50.00
1647	Zoo	Community-Event Fee	Performance/Concert admission	$5.00 - $10.00
1648	Zoo	Community-Event Sponsorship	Custom sponsorship packages may include, but are not limited to: booth space, table and chair usage, ability to hand out marketing materials or goodies, tickets to the event, website and/or map advertising, in-kind, acknowledgment as sponsor on: event banner, press releases, event programs, map inserts, in email and social media, TV, radio, internet, billboards, flyers, and/or posters.	$250.00 - $15,000.00
1649	Zoo	Facility Rental - Portrait/Interactive Photography	Wedding/engagement/family portraits/graduation/quinceanera or other portraiture of individual(s) by professional photographer/videographers or by amateurs acting in the role of a professional, involving planning/organization by Zoo staff. Maximum photo time allowed is 1 hour. Fee includes necessary staff, up to 5 people plus photographer. Additional persons pay regular	$75.00 - $150.00

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1650	Zoo	Facility Rental - Commercial-Film/Photos	Any type of film or still photography for commercial purposes (movies, DVD's, publications, etc. that will gain profit). Minimum of 1 security guard required for up to 20; admission tickets not included; does not include required staff or security time. Staff/security fees will be charged as outlined in fee schedule and as required by Zoo Director; Film/video/photos allowed from public areas only; rental space needed by crew will be charged as outlined in fee schedule. Date and time must be approved 3 weeks prior. Crew size as determined by Zoo Director.	$300.00 per hour
1651	Zoo	Rental Equipment	Individual Chairs	$0.75 each
1652	Zoo	Rental Equipment	Tables (30"x 72")	$8.00 each
1653	Zoo	Services for rental/event	Additional Staff Required by the Zoo	$45.00/hr.
1654	Zoo	Services for rental/event	Security as required by the Zoo	$30.00/hr. Supervisor, $25.00/hr. dispatcher, guard $22.00/hr.
1655	Zoo	Parking Fee Revenue	For use of Zoo parking lot, fee per available space or vehicle	$3.00
1656	Zoo	Special Program	Animal Encounter for private event in conjunction with catered event. Maximum of 50 people for up close encounter. For parties larger than 50 people, a Walkabout encounter will be done. Additional fees apply for staff.	$75 per Educator
1657	Zoo	Special Program	After Hours - Dinner Experience. In conjunction with concessionaire. Guests will be provide a meal, beverages and entertainment. Limited number of tickets to be sold. Ages 21+. Minimum/Maximum # of people applicable.	$50.00 - $150.00 per person
1658	Zoo	Adventure Program	10% Discount on Adventure and Animal Encounter Programs to El Paso Zoological Society Members (unless otherwise noted)	10% Discount to Zoological Society Members
1659	Zoo	Adventure Program	Giraffe Animal Feeding - per item (admission ticket not included but required) No membership discount	$3.00
1660	Zoo	Adventure Program	Behind the scene tour for educational/school groups: minimum/maximum # of people/ages applicable (admission ticket not included but required).	$25.00 per person
1661	Zoo	Group Program	Behind the Scenes - Build your own Adventure - Animal Encounter (includes admission ticket and souvenirs). Minimum/Maximum # of people applicable. Ages 6 years and older (unless otherwise noted)	$45 per person Additional add-on experience $15.00 per person
1662	Zoo	Adventure Program	Animal Produce Hunt - minimum/maximum # of people applicable (purchase of an admission ticket required). Ages 6 years and older.	$7.00 per person
1663	Zoo	Adventure Program	Elephant Platform - Behind the scenes and oversee the elephants on a platform. Minimum/maximum # of people applicable. A paid adult must accompany minor/youth (child/adult ratio may apply). (admission ticket not included but required)Ages 6 years and older.	$7.00 per person
1664	Zoo	Adventure Program	Workshop - EPWU Discovery Center: minimum/maximum # of people/age applicable (workshop only does not include access to Zoo)	$10.00 per person
1665	Zoo	Adventure Program	Workshop - EPWU Discovery Center - Includes training materials. Minimum/maximum # of people/ages applicable, (does not include access to Zoo).	$15.00 per person
1666	Zoo	Adventure Program	Badge Programs - 2 hours workshop. Minimum/maximum # of people applicable. Ages 5 years and older. (does not include access to the Zoo).	$15.00 per person
1667	Zoo	Adventure Program	Career Vet Day - 2 hour Clinic workshop for High School students in a veterinarian program. Minimum age requirement applicable. (does not include access to the Zoo).	$20.00
1668	Zoo	Adventure Program	Spring Break & Summer weekly camps. Ages: 6 -10 years old or 11 - 16 years old. Members and Active Duty Military receive 10% discount, must present I.D.'s Minimum/Maximum # of people applicable.	$200- $300 per Youth/Week
1669	Zoo	Adventure Program	Spring Break & Summer weekly Early/Late Drop-off. Ages: 6 - 16 years old. Drop off hours before/after Spring/Summer Camp 7:30 - 9:00 am & 3:00pm - 6:00pm. No discounts.	$20.00 p/p/hr
1670	Zoo	Adventure Program	Other camps. Ages: will vary. Members and Active Duty Military receive 10% discount, must present I.D.'s Minimum/Maximum # of people applicable.	$100 - $150 per Youth/Week
1671	Zoo	Adventure Program	Night Prowl - Explore the Zoo after hours - 2.5 hours. For all ages. Minimum/maximum # of people applicable. Paid adult must accompany minor/youths.	$15.00 per person
1672	Zoo	Adventure Program	Open reservation Sleepover - Open to the public as a first come first serve. Ages: 7 years old and older. Youth/Minor must be accompanied by a paid adult. Minimum of 4 registered participants in order to hold sleepover. Max # of people 20	$45.00 - $75.00 per person
1673	Zoo	Adventure Program	Private Group Sleepover - Includes up to 15 participants. Ages: 7 years old and older. Minimum of 1 paid adult must accompany group.	Flat Fee $675.00
1674	Zoo	Adventure Program	Deluxe Campout/Sleepover - Any age group. Minors/Youths 17 years old and under must be accompanied by a paid adult. Ratio of adult/child may apply. Minimum/Maximum # of participants applicable. Discount to Members and Active Duty Military, must present I.D.'s	$100- $300 per Adult $65 - $150 Child
1675	Zoo	Adventure Program	At the Zoo Group Reservation Program in conjunction with a paid field trip - Classroom curriculum based. 4 years old and older. Minimum/maximum # of people applicable.	$3.00
1676	Zoo	Adventure Program	Zoo to You - Offsite program at a School / Institution - 10 up 40 participants	$115.00 first program, $75.00 each additional program
1677	Zoo	Adventure Program	Zoo to You - Offsite program at a School/Auditorium. 41-200+ participants	$150.00
1678	Zoo	Adventure Program - Virtual	Zoo Adventure Program - Live Curriculum Virtual programming. Up to 30 minute presentation. Selection of programs which includes a live animal encounter and Q&A with an Educator. Up 95 participants	$50.00 Per group

Line No.	Department	Fee Description	Detail	FY 2022 Adopted
1679	Zoo	Adventure Program - Virtual	Zoo Adventure Program - Live Custom Virtual program. Up to 30 minute presentation. Can include an animal encounter or a custom curriculum-type program. Up to 95 participants.	$75.00 Per group
1680	Zoo	Adventure Program - Virtual	Behind the Scenes - Virtual Animal Encounter Tour - Participants will select from a menu of available animals and see training/feeding/enrichment/etc. and have a Q&A session with the Zoo Keeper. Up to 30 minute presentation. Up to 95 participants.	$125.00 Per group
1681	Zoo	Adventure Program - Virtual	Zoo Tour - Virtual Tour - Participants will select from a menu of available areas to see. Up to 95 participants will take a virtual walking tour, stops may include an animal training session or enrichment session. Up to 30 minute presentation.	$100.00 Per group
1682	Zoo	Adventure Program - Virtual	Virtual Animal Painting - See one of our animals create/make a painting. Select from a menu of available animals. Includes a Q&A session with Zoo Keeper. Up to 30 minutes. May request 1 additional painting session. Painting not included	$150.00 Per device (1st painting); $50.00 (1 additional session)
1683	Zoo	Adventure Program - Virtual	Pre-recorded Programming on Lear Dash - School Curriculum Programing. Select from a menu includes a program link. Video has instruction material provides lesson and quiz, This is a "do at your own pace/on your own." Link will expire after set number of days. Teacher to share link with students. Length time varies by program selection. Minimum/Maximum # of people applicable.	$30.00
1684	Zoo	Adventure Program - Virtual	Get up close and personal with animals from the El Paso Zoo. Virtually meet one of our animals at the Zoo. Participants receive a link. Up to 95 participants. Up to a 50 minute session.	$25.00 per person
1685	MCAD-Art Museum	Membership Fees-Art Museum	Teaching Artist	$30.00
1686	MCAD-Art Museum	Membership Fees-Art Museum	Student	$25.00
1687	MCAD-Art Museum	Membership Fees-Art Museum	Individual	$35.00
1688	MCAD-Art Museum	Membership Fees-Art Museum	Family	$65.00
1689	MCAD-Art Museum	Membership Fees-Art Museum	Active Duty Military-Individual	$25.00
1690	MCAD-Art Museum	Membership Fees-Art Museum	Active Duty Military-Family	$55.00
1691	MCAD-Art Museum	Membership Fees-Art Museum	Contributors	$100.00
1692	MCAD-Art Museum	Membership Fees-Art Museum	Supporters Circle	$250.00
1693	MCAD-Art Museum	Membership Fees-Art Museum	Collectors Circle	$500.00
1694	MCAD-Art Museum	Membership Fees-Art Museum	Sponsors Circle	$1,000.00
1695	MCAD-Art Museum	Membership Fees-Art Museum	Donors Circle	$2,500.00
1696	MCAD-Art Museum	Membership Fees-Art Museum	Founder	$1,000.00
1697	MCAD-Art Museum	Membership Fees-Art Museum	Executive	$2,500.00
1698	MCAD-Art Museum	Membership Fees-Art Museum	Patrons	$5,000.00
1699	MCAD-Art Museum	Membership Fees-Art Museum	Collector's Club Membership - Single	$250.00
1700	MCAD-Art Museum	Membership Fees-Art Museum	Collector's Club Membership - Couple Membership	$400.00
1701	MCAD-Art Museum	Membership Fees-Art Museum	Business Membership	$3,000-$10,000 level
1702	MCAD-Art Museum	Membership Fees-Art Museum	Senior Citizen Couple	$35.00
1703	MCAD-Art Museum	Membership Fees-Art Museum	Los Tastemakers	$60.00
1704	MCAD-Art Museum	Outside caterer fee	Vendor fee to use museum	15% of Caterers fee
1705	MCAD-Art Museum	Facility rental fees	Entire Museum	$10,000.00
1706	MCAD-Art Museum	Facility rental fees	Rogers Grand Lobby	$225 /hr for up to 4 hours / $187/hr for up to 8 hours
1707	MCAD-Art Museum	Facility rental fees	Isha Rogers Sculpture Gallery	$225 /hr for up to 4 hours / $187/hr for up to 8 hours
1708	MCAD-Art Museum	Facility rental fees	Ginger Francis Seminar Room	$150/hr for up to 4 hours / $112/hr for up to 8 hours
1709	MCAD-Art Museum	Facility rental fees	Dede Rogers Gallery	$525/hr for up to 4 hours / $487/hr for up to 8 hours
1710	MCAD-Art Museum	Facility rental fees	C2	$525/hr for up to 4 hours / $487/hr for up to 8 hours
1711	MCAD-Art Museum	Facility rental fees	EP Energy Auditorium: up to 2 hrs.	$750.00 for up to 2 hours
1712	MCAD-Art Museum	Facility rental fees	EP Energy Auditorium:4hrs. to 8 hrs.	$375/hr for up to 4 hours / $262/hr for up to 8 hours
1713	MCAD-Art Museum	Facility rental fees	Museum Connect: up to 2 hrs.	$750.00 for up to 2 hours
1714	MCAD-Art Museum	Facility rental fees	Museum Connect:4hrs. to 8 hrs.	$375/hr for up to 4 hours / $262/hr for up to 8 hours
1715	MCAD-Art Museum	Facility rental fees	Larry Francis Board Room	$150/hr for up to 4 hours / $112/hr for up to 8 hours
1716	MCAD-Art Museum	Facility rental fees	Hoy Conference Room	$150/hr for up to 4 hours / $112/hr for up to 8 hours
1717	MCAD-Art Museum	Facility rental fees	Algur H. Meadows Makers Space	$150/hr for up to 4 hours / $112/hr for up to 8 hours
1718	MCAD-Art Museum	Facility rental fees	Classrooms (each)	$150/hr for up to 4 hours / $112/hr for up to 8 hours
1719	MCAD-Art Museum	Facility rental fees	Outdoor Seating Area	$525/hr for up to 4 hours / $487/hr for up to 8 hours
1720	MCAD-Art Museum	Facility object rentals	Chairs	$8.00 each
1721	MCAD-Art Museum	Facility object rentals	Tables (8', 6', 48" round)	$15.00 each
1722	MCAD-Art Museum	Facility object rentals	Seminar Tables (2'x6', 7 available)	$15.00 each
1723	MCAD-Art Museum	Facility object rentals	Podium/sound system	$100.00
1724	MCAD-Art Museum	Facility object rentals	Slide Projector	$100.00 Each
1725	MCAD-Art Museum	Facility object rentals	Tent (20' x 40')	$400.00
1726	MCAD-Art Museum	Facility object rentals	Piano	$400.00
1727	MCAD-Art Museum	Facility object rentals	Security Officer	$40.00 per hour
1728	MCAD-Art Museum	Facility object rentals	Audio Visual Operator	$40.00 per hour
1729	MCAD-Art Museum	Facility object rentals	Event staff (each)	$40.00 per hour
1730	MCAD-Art Museum	One time use copyright release for photography	Copyright	Up to $150 .00 per image
1731	MCAD-Art Museum	Object loan fee	Permanent Collection Lending	Up to $250.00 per work of art

Line No.	Department	Fee Description	Detail	FY 2022 Adopted
1732	MCAD-Art Museum	Teacher Workshops Fees	Program Registration	Non Member: 3hr - $35/6 hr - $50 Members 20% Discount of Non-Members fees
1733	MCAD-Art Museum	Exhibition Admission fees	Entry fees (Adults) - Non member	$10.00
1734	MCAD-Art Museum	Exhibition Admission fees	Entry fees (members)	$5.00
1735	MCAD-Art Museum	Art classes fees*	4 session Youth Class (ages 6 to 13)	$75.00 non members/ Members 20% Discount of non- member fees/ Employees10% Discount of non-member fees.
1736	MCAD-Art Museum	Art classes fees*	8 session Kids Classes (ages 6 to 13)	$85.00 to $120.00 non members/ Members 20% Discount of non-member fees/ Employees10% Discount of non-member fees.
1737	MCAD-Art Museum	Art classes fees*	8 session Adult Classes (ages 14 and above)	$85.00 to $120.00 non members/ Members 20% Discount of non-member fees/ Employees10% Discount of non-member fees.
1738	MCAD-Art Museum	Art classes fees*	4 session Family Classes (ages 3 and up)	$46.00 non members/ Members 20% Discount of non- member fees/ Employees10% Discount of non-member fees.
1739	MCAD-Art Museum	Art classes fees*	6 Session Adult Classes - (ages 14 and above)	$65 to $95.00 non members/ Members 20% Discount of non- member fees/ Employees10% Discount of non-member fees.
1740	MCAD-Art Museum	Art classes fees*	6 Session Youth Classes - (ages 6 to 18)	$50 to $95.00 non members/ Members 20% Discount of non- member fees/ Employees10% Discount of non-member fees.
1741	MCAD-Art Museum	Art classes fees*	1-day Family Classes (ages 3 and above)	$12.00 non members/ Members 20% Discount of non- member fees/ Employees10% Discount of non-member fees.
1742	MCAD-Art Museum	Art classes fees*	1-day Youth Workshops (ages 6 to 18)	$38.00 non members/ Members 20% Discount of non- member fees/ Employees10% Discount of non-member fees.
1743	MCAD-Art Museum	Art classes fees*	1-day Adult Workshops (ages 14 and above)	$38.00 non members/ Members 20% Discount of non- member fees/ Employees10% Discount of non-member fees.
1744	MCAD-Art Museum	Art classes fees*	Open Studio/Class	Up to $100.00 non members/ Members 20% Discount of non- member fees/ Employees10% Discount of non-member fees.
1745	MCAD-Art Museum	Art classes fees*	Artist Workshop (Artist as students)	Up to $1000.00 non members/ Members 20% Discount of non-member fees/ Employees10% Discount of non-member fees.
1746	MCAD-Art Museum	Art classes fees*	Independent Study	Up to $75.00 non members/ Members 20% Discount of non- member fees/ Employees10% Discount of non-member fees.
1747	MCAD-Art Museum	Event Fees	1 Performance/Concert Admission	Free for members/$5.00 non-members
1748	MCAD-Art Museum	Art classes fees*	1 Day Supervised Lunch (ages 6 to 14 years), Lunch not Included	$5.00 non members/ Members 20% Discount of non- member fees/ Employees10% Discount of non-member fees.
1749	MCAD-Art Museum	Art classes fees*	4 Session Adult Classes	$75.00 non members/ Members 20% Discount of non- member fees/ Employees10% Discount of non-member fees.
1750	MCAD-Art Museum	Tour + Studio	Special programming	$15.00 non members/ Members 20% Discount of non- member fees/ Employees10% Discount of non-member fees.
1751	MCAD-Art Museum	Tour + Lunch	Special programming	$15.00 non members/ Members 20% Discount of non- member fees/ Employees10% Discount of non-member fees.
1752	MCAD-History Museum	Membership fees- History Museum	Membership Discount	10% Off Memberships During Special Promotions
1753	MCAD-History Museum	Membership fees- History Museum	Gift Membership	Buy 1, Get the second Membership 50% Off
1754	MCAD-History Museum	Membership fees- History Museum	Student	$25.00
1755	MCAD-History Museum	Membership fees- History Museum	Senior Citizen	$25.00
1756	MCAD-History Museum	Membership fees- History Museum	Active Duty Military - Individual	$25.00
1757	MCAD-History Museum	Membership fees- History Museum	Teaching Artist	$30.00
1758	MCAD-History Museum	Membership fees- History Museum	Senior Citizen Couple	$35.00
1759	MCAD-History Museum	Membership fees- History Museum	Business Membership	$3,000 - $10,000
1760	MCAD-History Museum	Membership fees- History Museum	Military Family active duty	$55.00
1761	MCAD-History Museum	Membership fees- History Museum	Individual	$30.00
1762	MCAD-History Museum	Membership fees- History Museum	Family	$60.00
1763	MCAD-History Museum	Membership fees- History Museum	Contributor	$100.00
1764	MCAD-History Museum	Membership fees- History Museum	Supporters Circle	$250.00
1765	MCAD-History Museum	Membership fees- History Museum	Collectors Circle	$500.00
1766	MCAD-History Museum	Membership fees- History Museum	Sponsors Circle	$1,000.00
1767	MCAD-History Museum	Membership fees- History Museum	Corporate	$1,000.00
1768	MCAD-History Museum	Facility Rental Fees	1st floor orientation theatre	$125.00 for up to 4 hrs / $225.00 for up to 6 hrs / $300.00 for up to 8 hrs

Line No.	Department	Fee Description	Detail	FY 2022 Adopted
1769	MCAD-History Museum	Facility Rental Fees	1st floor seminar room	$180.00 for up to 4 hrs./ $250.00 for up to 6 hrs./ $330.00 for up to 8 hrs.
1770	MCAD-History Museum	Facility Rental Fees	1st floor activity classroom	$120.00 for up to 4 hrs./ $170.00 for up to 6 hrs./ $210.00 for up to 8 hrs.
1771	MCAD-History Museum	Facility Rental Fees	1st Floor Lobby	$600.00 for up to 4 hrs./ $840.00 for up to 6 hrs./ $1140.00 for up to 8 hrs.
1772	MCAD-History Museum	Facility Rental Fees	2nd floor board room	$180.00 for up to 4 hrs./ $250.00 for up to 6 hrs./ $330.00 for up to 8 hrs.
1773	MCAD-History Museum	Facility Rental Fees	2nd floor lecture room (activity classroom)	$120.00 for up to 4 hrs./ $170.00 for up to 6 hrs./ $210.00 for up to 8 hrs.
1774	MCAD-History Museum	Facility Rental Fees	2nd Floor lobby	$600.00 for up to 4 hrs./ $840.00 for up to 6 hrs./ $1140.00 for up to 8 hrs.
1775	MCAD-History Museum	Facility Rental Fees	Outdoor Garden Terrace	$600.00 for up to 4 hrs./ $840.00 for up to 6 hrs./ $1140.00 for up to 8 hrs.
1776	MCAD-History Museum	Facility Rental Fees	Digital Wall Pavilion	$600.00 for up to 4 hrs./ $840.00 for up to 6 hrs./ $1140.00 for up to 8 hrs.
1777	MCAD-History Museum	Facility Rental Fees	Entire 1st Floor	$1,800.00 for 4 hrs / $3,200.00 for 8 hrs
1778	MCAD-History Museum	Facility Rental Fees	Entire 2nd Floor	$1,500.00 for 4 hrs / $3,000.00 for 8 hrs
1779	MCAD-History Museum	Facility Rental Fees	First Floor Gallery	$900.00 for 4 hrs / $1,300.00 for 8 hrs
1780	MCAD-History Museum	Facility Rental Fees	Entire Museum.	$4,000.00 for 4 hrs / $8,000.00 for 8 hrs
1781	MCAD-History Museum	Facility Object Rental Fees	Chairs	$2.00 each
1782	MCAD-History Museum	Facility Object Rental Fees	Table (5' rectangular)	$10.00 per table
1783	MCAD-History Museum	Facility Object Rental Fees	Tables (round)	$12.00 per table
1784	MCAD-History Museum	Facility Object Rental Fees	Table Cloths	$7.00 ea.
1785	MCAD-History Museum	Facility Object Rental Fees	Outdoor heater	$20.00/hr
1786	MCAD-History Museum	Facility Object Rental Fees	Check-In Table	$25.00
1787	MCAD-History Museum	Facility Object Rental Fees	Podium/lectern	$15.00
1788	MCAD-History Museum	Facility Object Rental Fees	Sound system (includes 2 speakers, Mixer, and 2 microphones)	$75.00
1789	MCAD-History Museum	Facility Object Rental Fees	Overhead Projector	$25.00
1790	MCAD-History Museum	Facility Object Rental Fees	Electronic media projector	$25.00
1791	MCAD-History Museum	Facility Object Rental Fees	TV/VCR	$25.00
1792	MCAD-History Museum	Facility Object Rental Fees	Security Officer (each)	$30.00/hour per officer
1793	MCAD-History Museum	Facility Object Rental Fees	Audio/Video Operator (each)	$30.00/hour per operator
1794	MCAD-History Museum	Facility Object Rental Fees	Event staff (each)	$30.00/hour per staff person
1795	MCAD-History Museum	Instructional Fees	4 Day History Camps (all) (Ages 6-13)	$55.00 members / $70.00 non members / $63.00 employees
1796	MCAD-History Museum	Instructional Fees	8 session Adult Classes (ages 14 and above)	$60.00 members / $75.00 non members/$70.00 employees
1797	MCAD-History Museum	Instructional Fees	8 Session Adult Classes with take home project (ages 15 and above)	$50.00 members / $59.00 non members / $54.00 employees
1798	MCAD-History Museum	Instructional Fees	4 Session Parent/Child Craft Classes	$38.00 members / $46.00 non members / $41.00 employees
1799	MCAD-History Museum	Instructional Fees	6 Session Adult Classes - (ages 14 and above)	$48.00 members / $59.00 non members / $54.00 employees
1800	MCAD-History Museum	Instructional Fees	6 Session Youth Classes with take home project (ages 6-18)	$38.00 members / $46.00 non members / $41.00 employees
1801	MCAD-History Museum	Instructional Fees	1-Day Adult Workshop with take home project (4 hr.)	$45.00 members / $55.00 non members / $49.00 employees
1802	MCAD-History Museum	Instructional Fees	1-Day 4 hr. Youth Workshop with take home project (4 hr.)	$30.00 members / $38.00 non members / $34.00 employees
1803	MCAD-History Museum	Instructional Fees	1-Day 2 hr. Youth Workshop with take home project (2 hr.)	$15.00 for members / $19.00 for non-members / $17.00 employees
1804	MCAD-History Museum	Instructional Fees	Special programming	$5.00 for members / $10.00 for non-members / $9.00 employees
1805	MCAD-History Museum	Instructional Fees	Event fees - for special adult classes (18 and older)	$10.00 for members / $20.00 for non-members /$18.00 employees
1806	MCAD-History Museum	Instructional Fees	Event Fees - Museum Special Event Fees (per Person)	Members - $5.00 for up to 4 hrs./$10.00 for up to 8 hrs. Non-members - $10.00 for up to 4 hrs./$20.00 for up to 8 hrs.
1807	MCAD-History Museum	Instructional Fees	Tour Fees -Special hands on programs for school groups	$2.00 per student plus cost of program materials
1808	MCAD-History Museum	Instructional Fees	Tour Fees -Special history tours of El Paso	Members - $25.00 for up to 4 hrs./$50.00 for up to 8 hrs. Non-members - $40.00 for up to 4 hrs./$80.00 for up to 8 hrs. Employees - $36.00 for up to 4 hrs./$72.00 for up to 8 hrs.
1809	MCAD-History Museum	Instructional Fees	Tour Fees - Special history tours outside of El Paso County	Cost plus 15% administration costs
1810	MCAD-History Museum	Exhibition rental fees	Permanent Collection/Curated In-house	$500 min to $10,000 max
1811	MCAD-History Museum	Exhibition rental fees	One time use copyright releases for photography	Up to $75.00 per image
1812	MCAD-History Museum	Event Fees	Fees for lectures	$5.00 for members / $10.00 for non-members
1813	MCAD-History Museum	Event Fees	Special event with Lecturer/entertainment	Cost plus 15% administration costs
1814	MCAD-Archeology Museum	Membership fees- Archeology Museum	Teacher/Military/Senior	$20.00

Line No.	Department	Fee Description	Detail	FY 2022 Adopted
1815	MCAD-Archeology Museum	Membership fees- Archeology Museum	Student	$15.00
1816	MCAD-Archeology Museum	Membership fees- Archeology Museum	Individual	$25.00
1817	MCAD-Archeology Museum	Membership fees- Archeology Museum	Family	$40.00
1818	MCAD-Archeology Museum	Membership fees- Archeology Museum	Military Family	$35.00
1819	MCAD-Archeology Museum	Membership fees- Archeology Museum	Folsom	$100.00
1820	MCAD-Archeology Museum	Membership fees- Archeology Museum	Clovis	$250.00
1821	MCAD-Archeology Museum	Membership fees- Archeology Museum	Keystone	$500.00
1822	MCAD-Archeology Museum	Membership fees- Archeology Museum	Chert (Corporate circle)	$1,000.00
1823	MCAD-Archeology Museum	Facility Rental Fees	Entire Museum.	$500.00 for up to 4 hrs./$1,200.00 for up to 8 hrs.
1824	MCAD-Archeology Museum	Facility Rental Fees	Auditorium Gallery	$150.00 for up to 4 hrs./$350.00 for up to 8 hrs.
1825	MCAD-Archeology Museum	Facility Rental Fees	Gazebo	$150.00 for up to 4 hrs./$300.00 for up to 8 hrs.
1826	MCAD-Archeology Museum	Facility Rental Fees	Lab Room	$75.00 for up to 4 hrs./ $150.00 for up to 8 hrs.
1827	MCAD-Archeology Museum	Facility Object Rental Fees	Security Officer (each)	$30.00/hour
1828	MCAD-Archeology Museum	Facility Object Rental Fees	Audio Visual Operator (each)	$30.00/hour
1829	MCAD-Archeology Museum	Facility Object Rental Fees	Event staff (each)	$30.00/hour
1830	MCAD-Archeology Museum	Instructional Fees	Camp Fees for all camps (per child up to age to 14)	Up to $55.00 for members/up to $70.00 for non-members/up to $63.00 for employees
1831	MCAD-Archeology Museum	Instructional Fees	Parent/child workshop (1 parent and up to 2 children)	Up to $25.00 for members/Up to $35.00 non-members/Up to $31.00 employees
1832	MCAD-Archeology Museum	Instructional Fees	Child workshop (ages 6-17)	Up to $20.00 for members/Up to $35.00 non-members/Up to $31.00 employees
1833	MCAD-Archeology Museum	Instructional Fees	Adult workshops (ages 18 and older)	Up to $50.00 for members plus materials cost/Up to $75.00 for non-members plus materials cost/Up to $67.00 for employees plus materials cost
1834	MCAD-Archeology Museum	Instructional Fees	Conference Fees	$35.00 + material fee per person-pre registration/$45.00 + material fee per person at the door/$28.00 + material fee for students w/ID/$40.00 + material fee for employees
1835	MCAD-Archeology Museum	Event Fees	Museum special events fees (per person)	Members up to $50.00/Non members up to $85.00
1836	MCAD-Archeology Museum	Instructional Fees	Creative workshops	Up to $25.00 for up to 4 hours for members, up to $40.00 for up to 4 hours for non-members, $36.00 for up to 4 hours for employees
1837	MCAD-Archeology Museum	Tour Fees	Archeological tours - in El Paso County	$50.00 for up to 8 hours and $25.00 for up to 4 hours for members; $80.00 for up to 8 hours and $40.00 for up to 4 hours for non-members
1838	MCAD-Archeology Museum	Tour Fees	Archeological tours - outside of El Paso	Cost + 15% administration costs
1839	MCAD-Archeology Museum; MCAD-History Museum	Event Fees	Vendor fees for onsite commercial vendors	Up to $60.00 members/Up to $90.00 non-members
1840	MCAD-Archeology Museum; MCAD-History Museum	Instructional Fees	One Day Camp Fee (per child up to age of 14)	Up to $15.00 members/Up to $20.00 non-members/Up to $18.00 employees
1841	MCAD-Archeology Museum; MCAD-History Museum	Object loan fee	Permanent Collection Lending	Up to $100.00 per object
1842	MCAD-Archeology Museum; MCAD-History Museum; MCAD Art Museum	Event Fees	Admission Fees to special art, culture and heritage events, competitions and/or programs	$1.00 to $100.00 per person
1843	MCAD-Cultural Affairs Division	Miscellaneous non-operating revenues	Vendor booth fees for cultural and heritage tourism events	Up to $750.00 per booth for food, arts & crafts vendors
1844	Museum and Cultural Affairs Department - Public Art	Miscellaneous non-operating revenues	Application Fee for request to customize illumination of Artwork called 1-10 corridor aesthetic improvement project	$50 / $45 non-profit
1845	MCAD-Museums Division	Miscellaneous non-operating revenues	Object loan fee- Non-profit institution (US) with 6 months notice	First object - $150.00 per object/per venue; each additional object - $50.00/venue; with less than six months notice
1846	MCAD-Museums Division	Miscellaneous non-operating revenues	Object loan fee- Non-profit institution (US) without 6 months notice	First Object - $250 per object/per venue; each additional object - $200/venue
1847	MCAD-Museums Division	Miscellaneous non-operating revenues	Object loan fee- Non-profit institution (Foreign) with 9 months notice	First object - $300.00 per object/per venue; each additional object - $200.00/venue
1848	MCAD-Museums Division	Miscellaneous non-operating revenues	Object loan fee- Non-profit institution (Foreign) without 9 months notice	First object - $400.00 per object/per venue; each additional object - $300.00/venue
1849	MCAD-Museums Division	Miscellaneous non-operating revenues	Object loan fee- For-profit institution (US) with a minimum of 6 months notice	First object - $500.00 per object/per venue; each additional object - $400.00/venue
1850	MCAD-Museums Division	Miscellaneous non-operating revenues	Object loan fee- For-profit institution (US) with less than 6 months notice	First object - $750.00 per object/per venue; each additional object - $650.00/venue
1851	MCAD-Museums Division	Miscellaneous non-operating revenues	Object loan fee- For-profit institution (foreign) with 9 months notice	First object - $1,500.00 per object/per venue; each additional object - $1,400.00/venue
1852	MCAD-Museums Division	Miscellaneous non-operating revenues	Object loan fee- For-profit institution (foreign) without 9 months notice	First object - $2,500.00 per object/per venue; each additional object - $2,400.00/venue
1853	MCAD-Museums Division	Miscellaneous non-operating revenues	Fees for exhibitions organized by the El Paso Museum of Art, El Paso Museum of Archaeology or El Paso Museum of History	Package of/ from 5 to 200 objects including framing, educational material, and graphics - $5,000 to $40,000
1854	MCAD-Museums Division	Miscellaneous non-operating revenues	Fees for extended loans (over one year)	$100.00 per object/per year up to $5,001.00

Line No.	Department	Fee Description	Detail	FY 2022 Adopted
1855	EPMH/EPMARCH	Event Fees	Admission Fees to special art, culture and heritage events, competitions and/or programs and exhibits	Up to $50.00 for up to 8 hours for nonprofit organizations; up to $100.00 for up to 8 hours for for-profit organizations
1856	Aviation	FTZ Transaction Fees	Transaction Fee	$15.00
1857	Aviation	FTZ Transaction Fees	High Volume Admissions 0-150	$15.00
1858	Aviation	FTZ Transaction Fees	High Volume Admissions 151-300	$12.00
1859	Aviation	FTZ Transaction Fees	High Volume Admissions > 301	$10.00
1860	Aviation	FTZ Transaction Fees	Blanket Admission	$100.00
1861	Aviation	FTZ Transaction Fees	Training Seminar	$150.00
1862	Aviation	FTZ Transaction Fees	Weekly Transportation and Exportation	$30.00
1863	Aviation	FTZ Transaction Fees	Weekly Entry	$30.00
1864	Aviation	FTZ Transaction Fees	Direct Delivery Admission, Daily cumulative 214	$75.00
1865	Aviation	FTZ Transaction Fees	Direct Delivery Admission, Subsequent 214	$15.00
1866	Aviation	FTZ Transaction Fees	Cartage Document Fee	$15.00
1867	Aviation	FTZ Transaction Fees	Application Fee, Subzone	$10,000.00
1868	Aviation	FTZ Transaction Fees	Application Fee, New General Purpose Site (Minor Boundary Modification)	$3,000.00
1869	Aviation	FTZ Transaction Fees	Application Fee, Expansion Site (Magnet)	$5,000.00
1870	Aviation	FTZ Transaction Permit	Activation Fee, General Purpose Site	$2,000.00
1871	Aviation	FTZ Transaction Permit	Activation, Sub-Zone Fee	$5,000.00
1872	Aviation	FTZ Transaction Permit	Alteration Request	$300.00
1873	Aviation	FTZ Transaction Permit	Annual Subzone Fee, per Site in GP Zone	$20,000.00
1874	Aviation	FTZ Transaction Permit	Annual Subzone Fee, per Site outside GP Zone	$20,000.00
1875	Aviation	FTZ Transaction Permit	Annual Fee, Manufacturing Operator	$15,000.00
1876	Aviation	FTZ Transaction Permit	Annual Fee, Distribution Site Operator	$20,000.00
1877	Aviation	FTZ Transaction Permit	Annual Fee, FTZ User/Operator (Reduced by total yearly Transaction Fees) (Minimum is $0)	$2,000.00
1878	Aviation	FTZ Event Fees	Admission fee for special events, per person)	up to $200.00
1879	Aviation	Vendor Booth Fees	Vendor fees for onsite commercial vendors	up to $500.00
1880	Aviation	Event Sponsor Fees	Custom sponsorship packages may include, but are not limited to: booth space, table and chair usage, ability to hand out marketing materials or goodies, tickets to the event, website and/or map advertising, in-kind, acknowledgment as sponsor on: event banner, press releases, event programs, map inserts, in email and social media, TV, radio, internet, billboards, flyers, and/or posters.	$250.00 to 15,000.00
1881	Aviation	FTZ Transaction Fees	FTZ Consulting Fee - Hourly	$100.00
1882	Aviation	FTZ Transaction Fees	Business Analysis Fee - Hourly	$100.00
1883	Aviation	Customer Facility Charge	Fee imposed by the City of El Paso and collected by On-Airport Car Rental Concessionaires on a per transaction day basis.	$3.50 per transaction day
1884	Aviation	Aircraft Parking (Dead Storage)	Under 80,000 lbs.	$30.00/day
1885	Aviation	Aircraft Parking (Dead Storage)	Over 80,000 lbs.	$100.00/day
1886	Aviation	Aircraft Parking (RON)	Remain Overnight (RON) Aircraft Parking	$20.00/day
1887	Aviation	Ground Service Equipment Parking	Rental of Parking Area for Airline Ground Service Equipment	$2.70 per Square Foot per Year
1888	Aviation	Fuel Flowage Fees	Fuel Flowage Fees	$0.08 per gallon
1889	Aviation	Annual Shuttle Service Permit	Application	$150.00 per vehicle
1890	Aviation	Off-Airport Rental Car Permit	Off-Airport Rental Car Permit	10% gross receipts
1891	Aviation	Annual Taxicab Permit	Annual Taxicab Permit	$250.00 per vehicle or $20.83/mo.
1892	Aviation	Cost Recovery Rates	SIDA Badge Issue	$110.00
1893	Aviation	Cost Recovery Rates	AOA Badge Issue	$45.00
1894	Aviation	Cost Recovery Rates	AOA Badge Renewal	$35.00
1895	Aviation	Cost Recovery Rates	SIDA/ Sterile area badge renewal	$70.00
1896	Aviation	Cost Recovery Rates	Reimbursement for Lost Not Returned Badges	$110.00
1897	Aviation	Cost Recovery Rates	Daily Terminal Rental Rate (Non-Signatory) - Terminal Rate (Non-Signatory) divided by 360 days X Number of Rented Square Feet = Daily Terminal Rental Rate	Will be based on Rates & Charges
1898	Aviation	Cost Recovery Rates	Gate Use Fee Charge per Turn Around	$125.00
1899	Aviation	Cost Recovery Rates	International Arrivals Area Charge per Deplaned International Passenger	Will be based on Rates & Charges
1900	Aviation	Cost Recovery Rates	Administrative Charge for Work Completed by the El Paso International Airport.	Work completed by El Paso International Airport on behalf of airport tenants will be assessed an administrative charge of $40.00 when the costs for such work exceeds $100.00.
1901	Aviation	Public Parking Short Term (ST)	ST 0 – 10 min.	Free
1902	Aviation	Public Parking Short Term (ST)	ST 11 min – 1 hr.	$1.00
1903	Aviation	Public Parking Short Term (ST)	ST Each Additional Hour	$1.00
1904	Aviation	Public Parking Short Term (ST)	ST Max each 24 hrs.	$15.00
1905	Aviation	Public Parking Long Term (LT)	LT 0 – 10 min	Free
1906	Aviation	Public Parking Long Term (LT)	LT 11 min. - 1 hr.	$1.00
1907	Aviation	Public Parking Long Term (LT)	LT Each Additional Hour	$1.00
1908	Aviation	Public Parking Long Term (LT)	LT Max. each 24 hrs.	$7.00
1909	Aviation	Oversized Vehicle Parking Fee	Fee for parking of oversized vehicles such as motor homes, buses, utility vehicles, etc.	Double the otherwise applicable Public Parking Short Term & Long Term Parking Fee
1910	Aviation	Premium Parking Fee	Reserved Parking Space	$20.00 per day

Line No.	Department	Fee Description	Detail	FY 2022 Adopted
1911	Aviation	Transportation-for-hire TNC Vehicle Fee	Transportation-for-hire Trip Fee / Per TNC Trip Originating or Ending at the Airport	$2.00 per trip
1912	Aviation	Cost Recovery Rates	Daily Cargo Building Rental Rate - Cargo Building Rate divided by 360 days X Number of Rented Square Feet = Daily Cargo Building Rental Rate	$0.0221 per square foot per day
1913	Aviation	Cost Recovery Rates	Daily Cargo fee	Up to 4 hours - $91.71 4 Hours to 24 Hours - $183.43
1914	Public Health	**FOOD**		
1915	Public Health	Temporary Establishment	Exposed or Unexposed Food	$79.00 plus applicable tech fee
1916	Public Health	Recurrent Establishment	Exposed or Unexposed Food	$265.00 plus applicable tech fee
1917	Public Health	Seasonal Establishment	Exposed or Unexposed Food	$158.00
1918	Public Health	Home Child Care Facility	12 or less	$79.00
1919	Public Health	Day Care Center	More Than 12 Recipients	$170.00
1920	Public Health	Charitable/Non-Profit Organization	Exempt from permit and license fees.	EXEMPT
1921	Public Health	Mobile Food Establishment	Exposed Food or Unexposed Food	$163.00
1922	Public Health	Food Service Establishment Food Product Establishment	Under 3,000 Square Feet	$174.00
1923	Public Health	Food Service Establishment Food Product Establishment	3,001 To 6,000 Square Feet	$344.00 plus applicable tech fee
1924	Public Health	Food Service Establishment Food Product Establishment	6,001 To 9,000 Square Feet	$515.00 plus applicable tech fee
1925	Public Health	Food Service Establishment Food Product Establishment	9,001 Or More Square Feet	$685.00 plus applicable tech fee
1926	Public Health	Outdoor Market	Outdoor produce sales	$163.00 plus applicable tech fee
1927	Public Health	Adult Foster Care Home/Private Care Home	4 Or Less Care Recipients	$79.00
1928	Public Health	Personal Care Home	5-8 Care Recipients	$105.00
1929	Public Health	Personal Care Home	9-18 Care Recipients	$158.00
1930	Public Health	Booklets	Chapter 9.12	$5.00
1931	Public Health	Booklets	Texas Food Establishment Rules	$10.00
1932	Public Health	Plan Review	Under 3,000 Square Feet	$105.00 plus applicable tech fee
1933	Public Health	Plan Review	3,001 To 6,000 Square Feet	$158.00 plus applicable tech fee
1934	Public Health	Plan Review	6,001 To 9,000 Square Feet	$210.00 plus applicable tech fee
1935	Public Health	Plan Review	More Than 9,000 Square Feet	$263.00 plus applicable tech fee
1936	Public Health	Site Assessment	Under 200 Sq. Ft-No Potentially Hazardous Food, Mobile, Recurrent, Outdoor Market, Home Day Care, Adult, Foster Or Personal Care. Meat establishment/warehouse/food processing plant under direct supervision of an authorized Federal or State inspection agency.	$47.00 plus applicable tech fee
1937	Public Health	Site Assessment	Under 3,000 Square Feet	$105.00 plus applicable tech fee
1938	Public Health	Site Assessment	3,001 To 6,000 Square Feet	$158.00 plus applicable tech fee
1939	Public Health	Site Assessment	6,001 To 9,000 Square Feet	$210.00 plus applicable tech fee
1940	Public Health	Site Assessment	More Than 9,000 Square Feet	$263.00 plus applicable tech fee
1941	Public Health	Re-Inspection Fee	Re-Inspection	$85.00 plus applicable tech fee
1942	Public Health	Food Establishment Permit	Duplicate	$15.00
1943	Public Health	Food Handler/Manager	Duplicate	$15.00
1944	Public Health	Hazard Analysis And Critical Control Point	Three Times The License Amount Based On Type Of Food Establishment	VARIES
1945	Public Health	Signs	Ground Meat	$1.00
1946	Public Health	Signs	Hand wash	$1.00
1947	Public Health	Signs	Oyster	$1.00
1948	Public Health	Signs	Buffet	$1.00
1949	Public Health	Signs	Smoking	$1.00
1950	Public Health	Signs	Food Safety (Restrooms)	$1.00
1951	Public Health	Application Annual Processing Fee		$53.00
1952	Public Health	Condemnation Fee	Under 500 Lbs.	N/C
1953	Public Health	Condemnation Fee	501 Lbs. To 1,000 Lbs.	$53.00
1954	Public Health	Condemnation Fee	1,001 To 3,000 Lbs.	$105.00
1955	Public Health	Condemnation Fee	3,001 To 5,000 Lbs.	$210.00
1956	Public Health	Condemnation Fee	5,001 To 10,000 Lbs.	$315.00
1957	Public Health	Condemnation Fee	10,001 To 25,000 Lbs.	$420.00
1958	Public Health	Condemnation Fee	25,001 To 40,000 Lbs.	$525.00
1959	Public Health	Condemnation Fee	Over 40,000 Lbs.	$630.00
1960	Public Health	Fire/Accident Investigation	Per Inspector/per hour (With A Minimum One (1) Hour Charge	$53.00
1961	Public Health	HACCP Plan Review	Originating Establishment (Preparation)	$53.00
1962	Public Health	HACCP Plan Review	Receiving Establishment (Ready-To-Eat)	$26.00
1963	Public Health	Temporary Expedited Services (Application Submitted Less Than 72 hours Prior to Start of Event) - does not include required temporary permit fee	Expedited processing	$158.00
1964	Public Health	Food Handler/Food Manager Badge ID	Badge ID Duplicate/Replacement	$5.00
1965	Public Health	Food Handler Internet Course	Internet course with badge ID/certificate	$7.00
1966	Public Health	Food Handler Certificate Course	Certificate/Badge	$32.00
1967	Public Health	Food Protection Management Certification Course	Certificate/Badge	$70.00
1968	Public Health	Food Handler/Food Manager Certificate	Certificate Duplicate/Replacement	$1.00
1969	Public Health	Food Safety Course	One Hour Hygiene Course	$21.00
1970	Public Health	Public Information	Food Management Class Pamphlets	VARIES
1971	Public Health	Verification of Texas/ANSI Food Handler/Food Manager Certification	Certificate/Badge	$16.00
1972	Public Health	Requested Routine Inspection for Central Preparation Facility	For Central Preparation Facility	$100.00
1973	Public Health	Application Fee	Health and Sanitary Application Processing Fee (Sack Lunch Daycares w/o Food Permits)	$52.00
1974	Public Health	Inspection Fee	Health and Sanitary Site Visit (Sack Lunch Daycares w/o Food Permits)	$47.00
1975	Public Health	Reinstatement of Suspended Permit Fee	(50% of the license amount based on type of establishment)	VARIES

Line No.	Department	Fee Description	Detail	FY 2022 Adopted
1976	Public Health	After Hours Inspection Fee, Fire/Accident Inspection Fee or Food Condemnation/retention Fee Over 500# (6:00 pm to 7:00 am Monday to Thursday; All Day Friday, Saturday, Sunday, and City Holidays)	Per Hour Inspector (With a Minimum one (1) Hour Charge or Any Portion Thereof.	$86.00
1977	Public Health		Reduced fees for Dental, STD, TB Clinic Self-Pay Patients will be based in accordance with the US Department of Health and Human Services. The Sliding Fee Scale is available at the Department of Public Health for review and discounted fees will be charged after required documentation is received and eligibility determination by department personnel is made.	Medical related fees are set in accordance with Medicaid rates.
1978	Public Health	**DENTAL**		
1979	Public Health	Initial Oral Exam	Initial Oral Exam D0150	$45.00
1980	Public Health	Oral Periodic Oral Exam	Oral Periodic Oral Exam D0120	$37.00
1981	Public Health	Emergency Oral Exam	Emergency Oral Exam D0140	$25.00
1982	Public Health	Oral Exam 6 Mos. Old.	Oral Exam 6 Mos. Old. D0145	$181.00
1983	Public Health	Detailed/extensive oral eval B/R	Detailed/extensive oral eval B/R D0160	$19.00
1984	Public Health	Limited Re-evaluation estab patient	Limited Re-evaluation estab patient D0170	$0.00
1985	Public Health	Retreat prev RCT molar	Retreat prev RCT molar D3348	$342.00
1986	Public Health	Comprehensive perio evaluation	Comprehensive perio evaluation D0180	$10.00
1987	Public Health	Apexification/recal Initial	Apexification/recal Initial D3351	$93.00
1988	Public Health	Apexification/recal Interim	Apexification/recal Interim D3352	$62.00
1989	Public Health	Intraoral-Complete Series	Intraoral-Complete Series D0210	$92.00
1990	Public Health	Int/Oral-Periapical 1st Film	Int/Oral-Periapical 1st Film D0220	$16.00
1991	Public Health	Int/Oral-Periapical each add	Int/Oral-Periapical each add D0230	$15.00
1992	Public Health	Intraoral Occlusal Film	Intraoral Occlusal Film D0240	$13.00
1993	Public Health	Apexification/recal final	Apexification/recal final D3353	$124.00
1994	Public Health	Extraoral first film	Extraoral first film D0250	$24.00
1995	Public Health	Bitewings single film	Bitewings single film D0270	$6.00
1996	Public Health	Bitewings Two Films	Bitewings Two Films D0272	$30.00
1997	Public Health	Bitewings three films	Bitewings three films 0273	$38.00
1998	Public Health	Bitewings Four Film	Bitewings Four Films D0274	$44.00
1999	Public Health	Verticle bitewings 7-8 films	Verticle bitewings 7-8 films D0277	$40.00
2000	Public Health	Panoramic Film	Panoramic Film D0330	$81.00
2001	Public Health	Crown buildup, include any pins	Crown buildup, include any pins D2950	$56.00
2002	Public Health	Interim ther Pin retentiom/tooth, (+rest)	Interim ther Pin retentiom/tooth, (+rest)	$16.00
2003	Public Health	Cast post $ core in add to crn	Cast post $ core in add to crn D2952	$109.00
2004	Public Health	Each addtl cast post -same tooth	Each addtl cast post -same tooth D2953	$54.00
2005	Public Health	Pulp vitility tests	Pulp vitility tests D0460	$16.00
2006	Public Health	Dianostic casts	Dianostic casts D0470	$29.00
2007	Public Health	Prefab post &core in add to crown	Prefab post &core in add to crown D2954	$93.00
2008	Public Health	Post Removal (not with endo)	Post Removal (not with endo) D2955	$93.00
2009	Public Health	Each + prefab post same tooth	Each + prefab post same tooth D2957	$47.00
2010	Public Health	Lablal veneer (laminate) Chairsd	Lablal veneer (laminate) Chairsd D2960	$140.00
2011	Public Health	Lablal veneer (porceln lam - lab	Lablal veneer (porceln lam - lab D2961	$225.00
2012	Public Health	Lablal veneer porce lam lab	Lablal veneer porce lam lab D2962	$264.00
2013	Public Health	Addtl prc-new crm under exs dent	Addtl prc-new crm under exs dent D2971	$140.00
2014	Public Health	crown repair by report	crown repair by report D2980	$62.00
2015	Public Health	Pulpal Therapy anterior primary	Pulpal Therapy anterior primary D3230	$48.00
2016	Public Health	Adult/Prophy	Adult/Prophy D1110	$70.00
2017	Public Health	Child/Prophy	Child/Prophy D1120	$47.00
2018	Public Health	Pulpal Therapy posterior primary	Pulpal Therapy posterior primary D3240	$55.00
2019	Public Health	Retreat prev RCT anterior	Retreat prev RCT anterior D4336	$194.00
2020	Public Health	Child/Fluoride	Child/Fluoride D1206	$19.00
2021	Public Health	Retreat prev RCT bicuspid	Retreat prev RCT bicuspid D3347	$256.00
2022	Public Health	Adult/Fluoride	Adult/Fluoride D1208	$19.00
2023	Public Health	Non Dentin Restorative Sealant	Non Dentin Restorative Sealant D1352	$49.00
2024	Public Health	Space maint remove unilateral	Space maint remove unilateral D1520	$96.00
2025	Public Health	Oral Hygiene Instruction	Oral Hygiene Instruction D1330	$16.00
2026	Public Health	Sealant per Tooth	Sealant per Tooth D1351	$36.00
2027	Public Health	Space Maint/Fixed Unilat	Space Maint/Fixed Unilat D1510	$200.00
2028	Public Health	Space Maintainer -fixed bil, maxillary	Space Maintainer -fixed bil, maxillary D1516	$303.00
2029	Public Health	Space Maintainer -fixed bil, mandibular	Space Maintainer -fixed bil, mandibular D1517	$303.00
2030	Public Health	Recementation of Space Maintainer	Recementation of Space Maintainer D1550	$23.00
2031	Public Health	Re-cement/re-bond bil. space maintainer - maxillary	Re-cement/re-bond bil. space maintainer - maxillary D1551	$23.00
2032	Public Health	Re-cement or re-bond bilateral space maintainer - mandibul	Re-cement or re-bond bilateral space maintainer - mandibular D1552	$23.00
2033	Public Health	Re-cement or re-bond unilateral space maintainer - per quad	Re-cement or re-bond unilateral space maintainer - per quadrant D1553	$23.00
2034	Public Health	Removal of fixed unilateral space maintainer - per quadrant	Removal of fixed unilateral space maintainer - per quadrant D1557	$64.00
2035	Public Health	Crown - porcelain fused to high noble metal	Crown - porcelain fused to high noble metal D2750	$657.00
2036	Public Health	Removal of fixed bilateral space maintainer - mandibular	Removal of fixed bilateral space maintainer - mandibular D1558	$64.00
2037	Public Health	Periodontal scaling and root planing – one to three teeth per	Periodontal scaling and root planing – one to three teeth per quadrant D4342	$9.00
2038	Public Health	AMAL. PRIM (1S)	AMAL. PRIM (1S) D2140	$77.00
2039	Public Health	AMAL. PERM (1S)	AMAL. PERM (1S) D2140	$82.00
2040	Public Health	AMAL. PRIM (2S)	AMAL. PRIM (2S) D2150	$104.00
2041	Public Health	AMAL. PERM (2S)	AMAL. PERM (2S) D2150	$104.00

Line No.	Department	Fee Description	Detail	FY 2022 Adopted
2042	Public Health	AMAL. PRIM (3S)	AMAL. PRIM (3S) D2160	$113.00
2043	Public Health	AMAL. PERM (3S)	AMAL. PERM (3S) D2160	$139.00
2044	Public Health	AMAL. PRIM (4)	AMAL. PRIM (4) D2161	$157.00
2045	Public Health	RESIN, ANTE (1S)	RESIN, ANTE (1S) D2330	$99.00
2046	Public Health	RESIN, ANTE (2S)	RESIN, ANTE (2S) D2331	$131.00
2047	Public Health	RESIN, ANTE (3S)	RESIN, ANTE (3S) D2332	$172.00
2048	Public Health	RESIN, ANTE (4+S)	RESIN, ANTE (4+S) D2335	$213.00
2049	Public Health	RESIN One Surface Post/Primary	RESIN One Surface Post/Primary D2391	$96.00
2050	Public Health	Resin One Surface Perm	Resin One Surface Perm D2391	$105.00
2051	Public Health	Resin Two Surface/Primary	Resin Two Surface/Primary D2392	$124.00
2052	Public Health	Resin Two Surface Perm	Resin Two Surface Perm D2392	$138.00
2053	Public Health	Resin Three Post Prim	Resin Three Post Prim D2393	$109.00
2054	Public Health	Resin Three Perm	Resin Three Perm D2393	$126.00
2055	Public Health	Re-cement Crown	Re-cement Crown D2920	$25.00
2056	Public Health	Reattachment of tooth fragment	Reattachment of tooth fragment D2921	
2057	Public Health	Prefab esth ctd stnl stl cm-prn	Prefab esth ctd stnl stl cm-prn D2934	$194.00
2058	Public Health	SSC/Primary	SSC/Primary D2930	$195.00
2059	Public Health	Prefabricated resin crown	Prefabricated resin crown D2932	$85.00
2060	Public Health	Prefab stl crown w/resin window	Prefab stl crown w/resin window D2933	$194.00
2061	Public Health	SSC/Permanent	SSC/Permanent D2931	$203.00
2062	Public Health	Sedative Fill Temp	Sedative Fill Temp D2940	$46.00
2063	Public Health	Post & core in addt to crown, indirectly fabricated	Post & core in addt to crown, indirectly fabricated D2952	$109.00
2064	Public Health	Pulp Cap - Direct	Pulp Cap - Direct D3110	$20.00
2065	Public Health	Pulp Cap - Indirect	Pulp Cap - Indirect D3120	$38.00
2066	Public Health	Therapeutic Pulp	Therapeutic Pulp D3220	$110.00
2067	Public Health	Pulpal Therapy (Restorable Filling)	Pulpal Therapy (Restorable Filling) D3240	$55.00
2068	Public Health	1 RT Canal	2 RT Canal D3310	$445.00
2069	Public Health	2 PT Canal	3 PT Canal D3320	$516.00
2070	Public Health	Three or More Canals, Molar	Three or More Canals, Molar D3330	$780.00
2071	Public Health	Gingivectomy per Quadrant	Gingivectomy per Quadrant D4210	$203.00
2072	Public Health	Gingivectomy per Tooth	Gingivectomy per Tooth D4211	$63.00
2073	Public Health	Provisional Splinting - Introcoronal	Provisional Splinting - Introcoronal D4320	$78.00
2074	Public Health	Provisional Splinting	Provisional Splinting D4321	$125.00
2075	Public Health	Extraction Single Tooth	Extraction Single Tooth D7140	$84.00
2076	Public Health	Surg. Extraction	Surg. Extraction D7210	$129.00
2077	Public Health	Suture of Small Wound	Suture of Small Wound D7910	$94.00
2078	Public Health	Excision of Pericoronal Gingiva	Excision of Pericoronal Gingiva D7971	$55.00
2079	Public Health	Local Anesthesia Not in Conj.	Local Anesthesia Not in Conj. D9210/D9211	$16.00
2080	Public Health	Analgesia, Anxiolysis, Inhalation	Analgesia, Anxiolysis, Inhalation D9230	$35.00
2081	Public Health	Occlusal Adjustment - Limited	Occlusal Adjustment - Limited D9551	$47.00
2082	Public Health	Pallative Threat (Emg)	Palliative Threat (Emg) D9110	$23.00
2083	Public Health	Reattach tooth fragment, edge	Reattach tooth fragment, edge	$113.00
2084	Public Health	Extraction, coronal remnants Primary tooth D7111	Extraction, coronal remnants Primary tooth D7111	$15.00
2085	Public Health	Recement Crown	Recement Crown D2920	$25.00
2086	Public Health	Crown full cast base metal	Crown full cast base metal D2791	$328.00
2087	Public Health	Protective restoration	Protective restoration D2940	$45.00
2088	Public Health	Crown full metal cast noble metal	Crown full metal cast noble metal D2792	$328.00
2089	Public Health	Recement inlay/onlay/partial	Recememt inlay/onlay/partialD2910	$23.00
2090	Public Health	Recement cast or prefab pst/cor	Recement cast or prefab pst/cor D2915	$23.00
2091	Public Health	Crown full cast high noble metal	Crown full cas high noble metal D2790	$656.00
2092	Public Health	Resin 4 surfaces primary	Resin 4 surfaces primary D2394	$171.00
2093	Public Health	Resin 4 surfaces permanent	Resin 4 surfaces permanent D2394-1	$171.00
2094	Public Health	Resin composite crown anterior	Resin composite crown anterior D2390	$186.00
2095	Public Health	Inlay-resin based composite 1s	Inlay-resin based composite 1s D2650	$328.00
2096	Public Health	Inlay-resin based composite 2s	Inlay-resin based composite 2s D2651	$328.00
2097	Public Health	Inlay-resin based composite 3s	Inlay-resin based composite 3 + s D2652	$328.00
2098	Public Health	Onlay resin base composite 2s	Onlay resin base composite 2s D2662	$328.00
2099	Public Health	Onlay resin base composite 3s	Onlay resin base composite 3s D2663	$328.00
2100	Public Health	Onlay resin base composite 3 + s	Onlay resin base composite 3 + s D2664	$328.00
2101	Public Health	Crown Resin composite indirect	Crown Resin composite indirect D2710	$328.00
2102	Public Health	Crown resin with high noble metal	Crown resin with high noble metal D2720	$328.00
2103	Public Health	Crown resin with most base metal	Crown resin with most base metal D2721	$328.00
2104	Public Health	Crown resin with noble metal	Crown resin with noble metal D2722	$328.00
2105	Public Health	Crown porcelain ceramic substr	Crown porcelain ceramic substr D2740	$328.00
2106	Public Health	Crown porcelain fuse high noble mtl	Crown porcelain fuse high noble mtl D2750	$656.00
2107	Public Health	Crown porcelain fuse to base metal	Crown porcelain fuse to base metal D2751	$656.00
2108	Public Health	Crown porcelain fuse to noble metal	Crown porcelain fuse to noble metal D2752	$656.00
2109	Public Health	Crown 3/4 cast high noble metal	Crown 3/4 cast high noble metal D2780	$328.00
2110	Public Health	Crown 3/4 cast most base metal	Crown 3/4 cast most base metal D2781	$328.00
2111	Public Health	Crown 3/4 porcelain/ceramic	Crown 3/4 cast noble metal D2782	$328.00
2112	Public Health	Crown 3/4 cast noble metal	Crown 3/4 cast noble metal D2783	$328.00
2113	Public Health	**IMMUNIZATIONS ADMINISTRATION FEES**		
2114	Public Health	Administration Fee for TVFC Vaccines with Counseling	Per Vaccine - 90460 First Vaccine, 90461 Each Additional Vaccine	$0.00-$15.00 per vacccine at Health Director's discretion
2115	Public Health	Administration Fee for Children's Vaccines - Private Stock	Per Vaccine - 90460 First Vaccine, 90461 Each Additional Vaccine	$15.00 Per Vaccine

Line No.	Department	Fee Description	Detail	FY 2022 Adopted
2116	Public Health	Administration Fee for Adult Vaccines - State Stock	Per Vaccine - 90471 First Vaccine, 90472 Each Additional Vaccine	$15.00 Per Vaccine
2117	Public Health	Administration Fee for Adult Vaccines - Private Stock	Per Vaccine - 90471 First Vaccine, 90472 Each Additional Vaccine	$15.00 Per Vaccine
2118	Public Health	**LABORATORY - CLINICAL (MAIN LAB)**		
2119	Public Health	QuantiFERON TB	TB test cell immune measure (CPT 86480)	$86.00
2120	Public Health	RPR	Syphilis Test non-trep quant (CPT 86592)	$6.00
2121	Public Health	RPR Titter	Syphilis Test non-trep qual (CPT 86593)	$6.00
2122	Public Health	TPPA	Confirmation Treponema Pallidum (CPT 86780)	$17.00
2123	Public Health	Smear Gram stain	Smear Gram stain (CPT 87205)	$6.00
2124	Public Health	Smear wet mount	Smear wet mount (CPT 87210) QW	$8.00
2125	Public Health	Chlamydia DNA amp probe	Chlamydia DNA amp probe (CPT 87491)	$62.00
2126	Public Health	N. Gonorrhea Culture	N. Gonorrhea Culture (CPT 87075, 87077)	$54.00
2127	Public Health	CT/GC RNA,TMA, - throat or rectal 89240	CT/GC RNA,TMA, - throat or rectal 89240	$120.00
2128	Public Health	N. Gonorrhea DNA amp probe	N. Gonorrhea DNA amp probe (CPT 87591)	$62.00
2129	Public Health	Mycology	Mycology	$85.00
2130	Public Health	HIV-1/HIV-2 single assay	HIV-1/HIV-2 single assay (CPT 86703)	$24.00
2131	Public Health	HIV Serum Confirmation test	HIV Geenius confirmation (CPT 86701, 86702)	$65.00
2132	Public Health	Hepatitis C Virus IgM	HCV IgM (CPT 86803)	$28.00
2133	Public Health	Hepatitis C Virus RNA	HCV RNA (CPT 87520)	$68.00
2134	Public Health	Urinalysis non auto w/ scope	Urinalysis with Microscopy (CPT 81000)	$25.00
2135	Public Health	Complete Blood Count (CBC)	CBC (CPT 85027)	$19.00
2136	Public Health	Differential, manual	Differential after CBC (CPT 85007)	$19.00
2137	Public Health	Zika Virus IgM	Zika IgM (86790)	$18.00
2138	Public Health	Zika Real Time PCR	Zika PCR (CPT 87662)	$65.00
2139	Public Health	Chikungunya Real Time PCR	Chikungunya PCR (87798)	$45.00
2140	Public Health	Dengue Real Time PCR	Dengue PCR (CPT 87798)	$45.00
2141	Public Health	Influenza Surveillance without Culture	Flu Testing (CPT 87502)	$110.00
2142	Public Health	Complete Metabolic Panel	CMP (CPT 80053)	$19.00
2143	Public Health	Pregnancy Test	hCG (CPT 81025)	$9.00
2144	Public Health	Shipping and Handling	Ship Specimen to DSHS for additional testing	$60.00
2145	Public Health	**LABORATORY - ENVIRONMENTAL**		
2146	Public Health	Rabies Testing	Rabies Testing	$76.00
2147	Public Health	Potable Water Testing up to 9 samples	Potable Water testing	$23.00
2148	Public Health	Potable Water testing 10 up to 19 samples	Potable Water testing	$21.00
2149	Public Health	Potable Water testing 20 or more samples	Potable Water testing	$19.00
2150	Public Health	Water, HPC (pour plate)	Potable and recreational water testing	$44.00
2151	Public Health	**STD PROGRAM**		
2152	Public Health	Medications	Nitrofurantoin for UTI	$15.00
2153	Public Health	Medications	Acyclovir for Herpes	$35.00
2154	Public Health	Medications	Metronidazole	$10.00
2155	Public Health	**EDUCATION**		
2156	Public Health	CPR Classes	CPR Classes	$40.00
2157	Public Health	Blood borne Pathogen Class	Blood borne Pathogen Class	$30.00
2158	Public Health	Health Services	Health Services Provided through interlocal with the County of El Paso	$544,733.00
2159	Public Health	**CLINICAL SERVICES**		
2160	Public Health	**OFFICE VISITS**		
2161	Public Health	New Patient - Office Visit - 20 minutes face-to-face time	Expanded problem focused history, exam, straightforward decision making (99202)	$92.00
2162	Public Health	New Patient - Office Visit - 30 minutes face-to-face time	Detailed history & exam, low complexity decision making (99203)	$142.00
2163	Public Health	New Patient - Office Visit - 45 minutes face-to-face time	Comprehensive history & exam, moderate complexity decision making (99204)	$212.00
2164	Public Health	New Patient - Office Visit - 60 minutes face-to-face time	Comprehensive history & exam. High Complexity decision making (99205)	$280.00
2165	Public Health	Established Patient - Office Visit 5 minutes face-to-face time	Minor Problem focus. Straightforward decision making (99211)	$29.00
2166	Public Health	Established Patient - Office Visit 10 minutes face-to-face time	Problem focused history, exam, straightforward decision making (99212)	$71.00
2167	Public Health	Established Patient - Office Visit 15 minutes face-to-face time	Expanded problem focused history, exam, low complexity decision making (99213)	$116.00
2168	Public Health	Established Patient - Office Visit 25 minutes face-to-face time	Detailed history, exam, moderate complexity decision making (99214)	$164.00
2169	Public Health	Established Patient - Office Visit 40 minutes face-to-face time	Comprehensive history, exam, high complexity decision making (99215)	$230.00
2170	Public Health	**OFFICE CONSULTATIONS**		
2171	Public Health	Consultation New or Established patient	Problem focused history, exam, straightforward decision making (99241)	$57.00
2172	Public Health	Consultation New or Established Patient	Expanded Problem focused history, exam, straightforward decision making (99242)	$90.00
2173	Public Health	Consultation New or Established Patient	Detailed history, exam, low complexity decision making (99243)	$116.00
2174	Public Health	Consultation New or Established Patient	Comprehensive history, exam, moderate complexity decision making (99244)	$149.00
2175	Public Health	**PREVENTIVE MEDICINE**		
2176	Public Health	Initial Comprehensive Exam 12 through 17 yrs	New Patient Initital Preventive Medicine Evaluation (99483)	$354.00
2177	Public Health	Initial Comprehensive Exam 18 through 39 yrs	New Patient Initital Preventive Medicine Evaluation (99385)	$103.00
2178	Public Health	Initial Comprehensive Exam 40 through 64 yrs	New Patient Initital Preventive Medicine Evaluation (99386)	$120.00
2179	Public Health	Periodic Comprehensive Exam 12 through 17 yrs	Established Patient Preventive Medicine Re-Evaluation (99394)	$118.00
2180	Public Health	Periodic Comprehensive Exam 18 through 39 yrs	Established Patient Preventive Medicine Re-Evaluation (99395)	$118.00

Line No.	Department	Fee Description	Detail	FY 2022 Adopted
2181	Public Health	Periodic Comprehensive Exam 40 through 64 yrs	Established Patient Preventive Medicine Re-Evaluation (99396)	$97.00
2182	Public Health	**BEHAVIOR COUNSELING**		
2183	Public Health	99406 - Smoking & Tobacco Cessation Counseling	greater then 3 min up to 10 min	$20.00
2184	Public Health	99407 - Smoking & Tobacco Cessation Counseling	greater than 10 min	$36.00
2185	Public Health	**LABORATORY SERVICES STAT**		
2186	Public Health	TB Skin Test	TB Skin Test (CPT 86580)	$19.00
2187	Public Health	Urinalysis Dip Stick	Urinalisys - dip stick, non automated without microscopy (81002)	$5.00
2188	Public Health	UA with micorscopic RFX culture 81001	UA with micorscopic RFX culture 81001	$4.00
2189	Public Health	Urine Dip Stick 81003	Urine Dip Stick 81003	$3.00
2190	Public Health	Basic Metabolic Panel (Calcium total)	Basic Metabolic Panel (80048)	$11.00
2191	Public Health	Renal Function Panel	Renal Function Panel (80069)	$11.00
2192	Public Health	80061 Cardiac Risk Profile	80061 Cardiac Risk Profile	$17.00
2193	Public Health	Electrolyte Panel	Electrolyte Panel (80051)	$9.00
2194	Public Health	Comprehensive Metabolic Panel	Metabolic Panel (80053)	$14.00
2195	Public Health	Complete Blood Count (CBCD)	Complete Blood Count with Differential (85025)	$10.00
2196	Public Health	81015 - Urilysis;qualitative or semiqualitative - microscopic only	Clinical Lab - UA Qualitative/Semiqualitative; microscopic only	$3.00
2197	Public Health	81025 Urinalysis - CLIA Waived	Clinical Lab - UA Pregnancy Test	$11.00
2198	Public Health	82465QW - Cholesterol Serum	Clinical Lab - Cholesterol , Serum	$6.00
2199	Public Health	82270 - Blood Occult (Guaiac) CLIA Waived	Clinical Lab - Blood Occult (guaiac)	$5.70
2200	Public Health	82950QW - Post Glucose Dose (includes glucose)	Clinical Lab - Post Glucose Dose (includes glucose)	$6.00
2201	Public Health	83036QW - Hemoglobin Glycosylated (A1C)	Clinical Lab - Glycosylated (A1C)	$13.00
2202	Public Health	84450QW - AST, SGOT	Clinical Lab - AST, SGOT	$7.00
2203	Public Health	84460QW - ALT, SGPT	Clinical Lab - ALT, SGPT	$7.00
2204	Public Health	84703 - HCG Qual Serum	84703 - HCG Qual Serum	$10.00
2205	Public Health	84702 HCG Serum Quantitative	84702 HCG Serum Quantitative	$20.00
2206	Public Health	84478QW - Triglycerides	Clinical Lab - Triglycerides	$7.00
2207	Public Health	85018QW - Hemoglobin	Clinical Lab - Hemoglobin	$3.00
2208	Public Health	85610QW - Prothrombin Time	Clinical Lab - PT	$6.00
2209	Public Health	86780QW - Treponema Pallidum	Clinical Services - Treponema Pallidum	$17.00
2210	Public Health	87166 Susceptibility	87166 Susceptibility	$12.00
2211	Public Health	87624 HPV HR Reflex	87624 HPV HR Reflex	$56.00
2212	Public Health	88141 - Cytopathlogy Interpretation by physician	Lab - Cervical/Vaginal any reporting system	$34.00
2213	Public Health	88142 - Cytopathology - Thin Prep	Lab -Cervical/Vaginal any reporting systme	$26.00
2214	Public Health	84443 TSH	84443 TSH	$27.00
2215	Public Health	87086 Urine Culture	87086 Urine Culture	$13.00
2216	Public Health	87077 Difinitive ID Aerobic	87077 Difinitive ID Aerobic	$13.00
2217	Public Health	88160 - Cytopathology Smear any source	Lab - screening & interpretation	$75.00
2218	Public Health	88161 -Cytopathology Smear	Lab - Preparation, screening & Preparation	$68.00
2219	Public Health	88172 - Cytopathology Fine Needle Aspirate	Lab - Immediate cytohistologic study	$60.00
2220	Public Health	G0475 HIV 1/2 Rapid 4th Gen	G0475 HIV 1/2 Rapid 4th Gen	$38.00
2221	Public Health	99000 - Handling and/or conveyance of specimen	Lab - Specimen transfer from office/site to an outside laboratory	$13.00
2222	Public Health	**FAMILY PLANNING - IMMUNIZATIONS**		
2223	Public Health	90632 - Hepatitis A Vaccine - HepA	Adult Dosage - Intramuscular	$75.00
2224	Public Health	90633 - Hepatitis A Vaccine - HepA 19-20 yrs	Pediatric/adolescent 2 - Dose Schedule	$47.00
2225	Public Health	90636 - Hepatitis A&B (HepA-HepB)	Adult Dosage - Intramuscular	$152.00
2226	Public Health	90651 - Human Papillomavirus (9vHPV) 19-99 yrs	HPV Vaccine - 2 or 3 dose schedule	$318.00
2227	Public Health	90654 - Influenza Virus Trivalent (IIV3)	Flu vaccine - split virus, preservative free	$25.00
2228	Public Health	90656 - Influenza Virus Vaccine, Trivalent (IIV3)	Flu vaccine - split virus, preservative free 0.5ml dosage	$22.00
2229	Public Health	90660 - Infuenza Virus Trivalent Live (LAI/V3) 19-20yrs	Flu vaccine - Intranasal use	$32.00
2230	Public Health	90670 - Pnuemococcal Conjugate Vaccine	PCV13 - intramuscular	$282.00
2231	Public Health	90673 - Influenza Virus Vaccine Trivalent 19-99yrs	RIV3 - intramuscular	$69.00
2232	Public Health	90688 - Influenza Virus Vaccine Quadrivalent	IIV4 - split virus 0.5ml dosage intramuscular	$21.00
2233	Public Health	90707 - Measles, Mumps, Rubella Virus Vaccine	MMR - subcutaneous use	$109.00
2234	Public Health	90710 - Measles, Mumps, Rubella & Varicella Vaccine 19-20yrs	MMRV - subcutaneuous use	$313.00
2235	Public Health	90714 - Tetanus & Diphtheria (Td) 19yrs & older	Td - intramuscular use	$35.00
2236	Public Health	90715 - Tetanus, diphtheria & acellular pertussis (Tdap)	Tdap - intramuscular use 19 yrs & older	$41.00
2237	Public Health	90716 - Varicella Virus Vaccine 19-20 yrs	VAR - subcutaneous use 19-20 yrs	$189.00
2238	Public Health	90723 - Diphtheria, Tetanus, pertussis, HepB, Poliovirus	DTaP-HepB-IPV - intramuscular 19-20 yrs	$115.00
2239	Public Health	90732 - Pneumococcal Polysaccharide Vaccine	PPSV23 adult or immunosuppressed patient	$147.00
2240	Public Health	90733 - Meningococcal Polysaccharide Vaccine 19-20yrs	MPSV4 for subcutaneuos use	$159.00
2241	Public Health	90734 - Meningococcal Conjugate Vaccine 19-20yrs	MCV4 or MenACWY	$188.00
2242	Public Health	90736 - Zoster Shingles Vaccine - 60-99 yrs	HZV - for subcutaneous use	$297.00
2243	Public Health	90743 - Hepatits B Vaccine HepB	HepB - adolescent 2 dose	$22.00
2244	Public Health	90744 - Hepatits B Vaccine HepB	HepB - pediatric/adolescent 3 dose schedule	$35.00
2245	Public Health	90746 - Hepatitis B 21 yrs & older	Hep B Vaccine - adult dosage, 3 dose schedule	$85.00
2246	Public Health	**FAMILY PLANNING CONTRACEPTIVE SUPPLIES & SERVICES**		
2247	Public Health	A4261 - Cervical Cap Contraceptive for contraceptive use	Supplies - Cervical Cap	$66.00
2248	Public Health	A4266 - Diaphragm for Contraceptive use	Suuplies - Diaphragm	$30.00
2249	Public Health	A4269 - Spermicide (eg: Foam, Gel) each 10-55 yrs of age	Supplies - Contraceptive	$16.00
2250	Public Health	S4993 - Oral Contraceptive pills, one cycle	Supplies - Oral cntraceptive pills	$30.00
2251	Public Health	A9150 - Non Prescription Drugs	Supplies - Miscellaneous	$18.00
2252	Public Health	H1010 - Non-Medical Family planning education, per session	Service - Rehabilitative Service	$17.00

Line No.	Department	Fee Description	Detail	FY 2022 Adopted
2253	Public Health	**FAMILY PLANNING CONTRCEPTIVE METHODS**	Service - Rehabilitative Service	
2254	Public Health	J1050 - Medroxyprogesterone Acetate, 1mg	DEPO - PROVERA (150 mg)	$93.00
2255	Public Health	J7296 - Levonorgestrel-releasing intrauterine contraceptive IUD - **Kyleena 19.5 mg**	IUD - Kyleena, 19.5 mg	$632.00
2256	Public Health	J7297 - Levonorgestrel- releasing intrauterine contraceptive	IUD - Liletta, 52mg	$497.00
2257	Public Health	J7298 - Levonorgestrel - releasing intrauterine contraceptive	IUD - Mirena 52mg	$632.00
2258	Public Health	J7300 - Copper Intrauterine Contraceptive	IUD - Copper Paraguard	$586.00
2259	Public Health	J7301 - Levonorgestrol intrauterine contraceptive	IUD - Skyla 13.5 mg	$842.00
2260	Public Health	J7303 - Vaginal Ring, each	Supplies - Contraceptive Ring (Nuvaring pack of 3)	$216.00
2261	Public Health	J7304 - Contraceptive Patch, each	Supply - Contraceptive (Ortho Evra Patch)	$56.00
2262	Public Health	J7307 - Implantable Contraceptive capsule	Implant - etonogestrel 68 mg (Nexplanon)	$992.00
2263	Public Health	**FAMILY PLANNING PROCEDURES**		
2264	Public Health	11976 - Removal of Implantable Contraceptive	Removal of Implatable Contraceptive	$184.00
2265	Public Health	11981 - Implant Insertion, Non-Biodegradeable Drug Delivery	Insertion of Non-Biodegradeable Drug Delivery Implant	$131.00
2266	Public Health	11982 - Implant Removal, Non-Biodegradeable	Removal of Non-Biodegradeable Drug Delivery Implant	$148.00
2267	Public Health	11983 - Removal with re-insertion, non-biodegradeable Drug Delivery Implant	Removal & Reinsertion of Non-Biodegradeable Implant	$183.00
2268	Public Health	96372 - Injection Fee for Medroxyprogesterone acetate (Depo-Provera)	Injection fee for Contraceptive use (Depo-Provera)	$18.00
2269	Public Health	57170 - Diaphragm or Cervical Cap Fitting with Instructions	Diaphragm or Cervical Cap Fitting with Instructions	$96.00
2270	Public Health	58300 - Insertion of Intrauterine Device	Insertion of IUD	$95.00
2271	Public Health	58301 - Removal of Intrauterine Device	Removal of IUD	$137.00
2272	Public Health	56501 - Destroy Vulva Lesions, Simple (Cryosurgery)	Destroy Vulva Lesions, Simple (Liquid Nitrogen Treatment	$233.00
2273	Public Health	56515 - Destroy Vulva Lesions, Complex (Cryosursery)	Destroy Vulva Lesions, Complex (Liquid Nitrogen Treatment	$343.00
2274	Public Health	46916 - Destroy Anal Lesions, Siimple	Destroy Anal Lesions Simple	$331.00
2275	Public Health	54056 - Destroy Penile Lesions, Siimple	Destroy Penile Lesions, Simple (Liquid Nitrogen Treatment	$182.00
2276	Public Health	**FAMILY PLANNING - DRUGS ADMINISTERED OTHER THAN ORAL**		
2277	Public Health	J0696 - Injection , Ceftriaxone sodium, per 250mg	Drugs - Administered other than oral	$1.00
2278	Public Health	J0558 - Injection, Penicillin g benzathine 100,000 un, Penicillin & Procaine	Drugs - Administered other than oral	$15.00
2279	Public Health	J0561 - Injection, Penicillin g benzathine, 100,000un	Drugs - Administered other than oral	$19.00
2280	Public Health	J0690 - Injection, cefazolin sodium 500mg	Drugs - Administered other than oral	$2.00
2281	Public Health	J2010 - Injection , lincomycin HCL, up to 300 mg	Drugs - Administered other than oral	$15.00
2282	Public Health	Education & Counseling 15 min (H1010)		$17.00
2283	Public Health	Education & Counseling 30 min (H1010)		$34.00
2284	Public Health	Education & Counseling 45 min (H1010)		$51.00
2285	Public Health	Education & Counseling 60 min (H1010)		$68.00
2286	Public Health	Chem. Destruction, penile lesion		$170.00
2287	Public Health	Destruction, vaginal lesion		$157.00
2288	Public Health	Destruction, anal lesion		$301.00
2289	Public Health	BHCG Quantative		$18.00
2290	Public Health	Lubricant		$0.00
2291	Public Health	Clindamycin 300g each tablet	Clindamycin 300g each tablet	$1.00
2292	Public Health	Truvada NDC Tab 200mg/300mg	Truvada NDC Tab 200mg/300mg	$6.00
2293	Public Health	Dolutegravir		$32.00
2294	Public Health	Raltegravir		$11.00
2295	Public Health	Xylocaine 2% with Epinephrine		$0.00
2296	Public Health	Diphenhydramine HCL injection 50mg (Benadryl) each vial	Diphenhydramine HCL injection 50mg (Benadryl) each vial	$1.00
2297	Public Health	Epinephrine 1:1000 injection		$1.00
2298	Public Health	benzathine PCN 100,000 units J0561		$16.00
2299	Public Health	Medroxyprogesterone Acetate 5mg each tablet	Medroxyprogesterone Acetate 5mg each tablet	$1.00
2300	Public Health	Macrobid 100 mg (Nitrofurantoin)	Macrobid 100 mg (Nitrofurantoin)	$1.00
2301	Public Health	*Azithromycin 250mg tablet	*Azithromycin 250mg tablet	$1.00
2302	Public Health	Azithromycin Powder 1g-single dose packet	Azithromycin Powder 1g-single dose packet	$16.00
2303	Public Health	*Bicilin L-A 1200MU 2ML injectable	*Bicilin L-A 1200MU 2ML injectable	$1.00
2304	Public Health	Cefixime (Suprax) 400mg Tabs	Cefixime (Suprax) 400mg Tabs	$9.00
2305	Public Health	Cefriaxone (Rocephin) 500mg each vial	Cefriaxone (Rocephin) 500mg per vial	$1.00
2306	Public Health	*Doxycycline 100mg tablet	*Doxycycline 100mg tablet	$1.00
2307	Public Health	Fluconazole 150 mg tablet (each tablet)	Fluconazole 150 mg tablet (each tablet)	$1.00
2308	Public Health	*Gentamicin 80 mg/2ML Vial	*Gentamicin 80 mg/2ML Vial	$1.00
2309	Public Health	*Imiquimod Cream 5%	*Imiquimod Cream 5%	$6.00
2310	Public Health	Levofloxacin 500mg	Levofloxacin 500mg	$1.00
2311	Public Health	Levonorgestrel (Alesse or Lutera) each caed	Levonorgestrel (Alesse or Lutera) each card	$30.00
2312	Public Health	Lidocaine 10mg/ML little each vials	Lidocaine 10mg/ML little each vial	$1.00
2313	Public Health	Loestrin FE 1.5mg/30mcg pill (generic *Microgestin FE) per card	Loestrin FE 1.5mg/30mcg pill (generic *Microgestin FE) per card	$30.00
2314	Public Health	Medroxyprogesterone Acetate Injection 150mg/ml each vial	Medroxyprogesterone Acetate Injection 150mg/ml each vial	$1.00
2315	Public Health	*Metronidazole 0.75% Vag Gel Tube (70g/tube)	*Metronidazole 0.75% Vag Gel Tube (70g/tube)	$1.00
2316	Public Health	*Metronidazole 500mg tablet	*Metronidazole 500mg tablet	$1.00
2317	Public Health	*Metronidazole 500mg tablet	*Metronidazole 500mg tablet	$1.00
2318	Public Health	*Miconazole 3 Combo pk w/cream tube	*Miconazole 3 Combo pk w/cream tube	$5.00
2319	Public Health	Micronor 0.35 mg pill (generic *Norlyda) per card	Micronor 0.35 mg pill (generic *Norlyda) -28 day per card	$30.00
2320	Public Health	*Monistat 1 Day/Night combo pk w/cream tube	*Monistat 1 Day/Night combo pk w/cream tube	$19.00

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2321	Public Health	*Moxifloxacin 400mg tablet	*Moxifloxacin 400mg tablet	$1.00
2322	Public Health	Multivitamin w/ Folic Acid tablet	Multivitamin w/ Folic Acid tablet	$1.00
2323	Public Health	Nuva Ring (3 pk)	Nuva Ring (3 pk)	$1.00
2324	Public Health	Ortho Tri-cyclen LO 0.180/0.215/0.025mg pill (generic *Tri VyLibra LO) -28 day per card	Ortho Tri-cyclen LO 0.180/0.215/0.025mg pill (generic *Tri VyLibra LO) -28 day per card	$30.00
2325	Public Health	*Permethrin Cream 5% (60gm/tube)	*Permethrin Cream 5% (60gm/tube)	$7.00
2326	Public Health	Plan B One Step 1.5mg tablet each tablet	Plan B One Step 1.5mg each tablet	$5.00
2327	Public Health	*Suprax Cap 400mg capsule (each capsule)	*Suprax Cap 400mg capsule (each capsule)	$8.00
2328	Public Health	*Valacyclovir HCL 1gm tablet	*Valacyclovir HCL 1gm tablet	$3.00
2329	Public Health	Xulane Transdermal Patch 150/35mcg (3pk)	Xulane Transdermal Patch 150/35mcg (3pk)	$31.00
2330	Public Health	*Xylocaine 1% 2ML vial	*Xylocaine 1% 2ML vial	$1.00
2331	Public Health	Barriers: Condoms each	Barriers: Condoms each	$1.00
2332	Public Health	Barriers: Condoms - female	Barriers: Condoms - female	$1.00
2333	Public Health	Urine Pregnancy Test	Urine Pregnancy Test	$1.00
2334	Purchasing & Strategic Sourcing	Hire El Paso First	Hire El Paso First	$150.00 for a three year period
2335	Information Technology Services	Software Maintenance Fee	Technology Fee-Tier 1 ($5-$100)	$2.00 technology fee - added to applicable base fee
2336	Information Technology Services	Software Maintenance Fee	Technology Fee-Tier 2 ($101-$500)	$4.00 - technology fee - added to applicable base fee
2337	Information Technology Services	Software Maintenance Fee	Technology Fee-Tier 3 ($501-$1,000)	$15.00 - technology fee - added to applicable base fee
2338	Information Technology Services	Software Maintenance Fee	Technology Fee-Tier 4 ($1001-$3,000)	$30.00 - technology fee - added to applicable base fee
2339	Information Technology Services	Software Maintenance Fee	Technology Fee-Tier 5 ($3,001-$5,000)	$100.00-technology fee - added to applicable base fee
2340	Information Technology Services	Software Maintenance Fee	Technology Fee-Tier 6 ($5,001-$10,000)	$150.00 - technology fee - added to applicable base fee
2341	Information Technology Services	Software Maintenance Fee	Technology Fee-Tier 7 ($10,001-and over)	$300.00-technology fee - added to applicable base fee

Schedule D
Ordinance 8064 Appendix "A"

Job Code	Job Description	Pay Plan	Pay Grade
10025	Foreign Trade Zone Coordinator	PM	128
10030	Economic Program Analyst	PM	126
10050	Marketing & Customer Relations Coordinator	PM	126
10130	Lead Planner	PM	130
10140	Senior Planner	PM	128
10145	Environmental Planner	PM	128
10150	Planner	PM	125
10170	Planning Specialist	GS	049
10180	Senior Planning Technician	GS	046
10190	Planning Technician	GS	043
10300	Senior Purchasing Agent	PM	131
10310	Purchasing Agent	PM	129
10315	Senior Procurement Analyst	PM	128
10320	Procurement Analyst	PM	126
10340	Buyer	GS	054
10350	Project Compliance Specialist	PM	122
10360	Purchasing Clerk	GS	047
10370	Land & Contract Administrator	PM	126
10375	Utility Planner	PM	126
10380	Right of Way Agent	PM	125
10390	Land & Contract Specialist	GS	051
10430	Human Resources Manager	PM	134
10435	Risk Manager	PM	134
10440	Training & Development Coordinator	PM	127
10510	Departmental Human Resources Manager	PM	132
10515	Human Resources Business Partner	PM	130
10520	Senior Human Resources Analyst	PM	128
10530	Human Resources Analyst	PM	125
10535	Human Resources Audit Specialist	GS	057
10540	Lead Human Resources Specialist	GS	056
10545	Senior Human Resources Specialist	GS	054
10550	Human Resources Specialist	GS	052
10640	Aging Services Coordinator	PM	126
10645	Affordable Housing Finance Coordinator	PM	132
10650	CDBG Contract Administrator	PM	127
10660	Housing Construction Supervisor	GS	056
10670	Community Development Program Coordinator	PM	127
10700	Neighborhood Service Coordinator	PM	130
10710	Senior Grant Planner	PM	128
10720	Grant Planner	PM	125
10730	Neighborhood Relations Coordinator	PM	124
10735	Grant Services Coordinator	PM	125
10810	Housing Program Specialist	PM	124
10820	Fair Housing and Relocation Officer	PM	123

Job Code	Job Description	Pay Plan	Pay Grade
10830	Housing Construction Specialist	GS	054
10840	Housing Program Relocation Representative	GS	048
10850	Loan Account & Collection Specialist	GS	047
10910	Volunteer Program Coordinator	PM	125
10920	Volunteer Program Specialist	PM	122
10930	Accessibility Coordinator	PM	128
10935	Sign Language Interpreter	PM	128
10940	Accessibility Specialist	GS	052
10950	Volunteer Services Specialist	GS	050
11020	Assistant Municipal Clerk	PM	133
11030	Archives & Records Manager	PM	128
11040	Archives and Records Analyst	PM	123
11050	Document Center Supervisor	GS	051
11055	Senior Graphics Technician	PM	123
11065	Graphics Technician	GS	050
11070	Printing & Equipment Operator	GS	046
11080	Departmental Data Management Supervisor	GS	055
11085	Departmental Data Management Specialist	GS	050
11090	Document Center Specialist	GS	044
11110	Administrative Assistant	GS	052
11115	Legal/Contract Secretary	GS	051
11120	Senior Secretary	GS	049
11130	Secretary	GS	046
11140	Department Administrative Manager	PM	129
11150	Administrative Analyst	PM	128
11180	Research Assistant	PM	122
11210	Office Manager	GS	055
11220	Office Supervisor	GS	049
11230	Senior Office Assistant	GS	045
11250	Office Assistant	GS	043
11320	Business & Customer Service Assistant Manager	PM	130
11335	Associate Ombudsman	PM	125
11340	Consumer Affairs Officer	PM	126
11350	Customer Relations & Billing Supervisor	GS	052
11360	Customer Relations Representative	GS	048
11370	Customer Relations Clerk	GS	045
11410	Communication Dispatcher Supervisor	GS	052
11420	Communication Dispatcher	GS	050
11430	Information and Referral 211 Specialist	GS	046
11510	Transit Stock Controller	PM	123
11520	Materials Supervisor	GS	054
11530	Property Control Officer	GS	050
11540	Materials Specialist	GS	047
11550	Stores Clerk	GS	045
11570	Inventory Coder	GS	043
11710	Training Specialist	PM	126
11715	Education & Graphics Specialist	PM	122

Job Code	Job Description	Pay Plan	Pay Grade
11720	Training Technician	GS	047
11730	Safety Specialist	PM	124
11740	Safety Technician	GS	048
12065	Business & Financial Manager	PM	132
12095	Benefits Supervisor	PM	130
12100	Risk Management Analyst	PM	129
12105	Return to Work Specialist	PM	124
12106	Benefit Specialist	GS	052
12160	Budget & Services Coordinator	PM	127
12170	Budget & Management Analyst	PM	125
12180	Budget Specialist	GS	053
12210	Accounting Manager	PM	130
12220	Senior Accountant	PM	128
12230	Accountant	PM	125
12240	Associate Accountant	PM	122
12245	Senior Accounting/Payroll Specialist	GS	052
12250	Accounting/Payroll Specialist	GS	050
12255	Collectively Bargained Payroll Clerk	GS	047
12260	Accounting/Payroll Clerk	GS	046
12330	Revenue Processing Supervisor	GS	054
12340	Tax Accounts Supervisor	GS	054
12400	International Bridges Operations Manager	PM	130
12420	Toll Collections Supervisor	GS	054
12430	Disbursements Supervisor	GS	055
12440	Collections Supervisor	GS	051
12450	Senior Toll Collector	GS	045
12460	Senior Cashier	GS	045
12470	Cashier	GS	043
12480	Toll Collector	GS	043
12510	Parking Meter Service Supervisor	GS	049
12520	Parking Meter Service Worker	GS	046
12530	Coin Sorter Operator	GS	043
13040	Chief Construction Inspector	PM	126
13075	Energy Resources Manager	PM	132
13080	Energy Coordinator	PM	128
13120	Architect	PM	130
13130	Architectural Intern	PM	124
13210	Hydrogeologist	PM	131
13220	Quality Control Chemist	PM	131
13230	Senior Chemist	PM	129
13235	Senior Microbiologist	PM	128
13240	Associate Hydrogeologist	PM	126
13245	Chemist	PM	125
13250	Microbiologist	PM	125
13310	Civil Engineer	PM	132
13320	Civil Engineer Associate	PM	128
13360	Electrical Engineer	PM	132

Job Code	Job Description	Pay Plan	Pay Grade
13370	Electrical Engineering Associate	PM	128
13410	Environmental Engineer	PM	132
13415	Environmental Senior Scientist	PM	130
13420	Environmental Engineer Associate	PM	128
13430	Environmental Scientist	PM	126
13435	Environmental Staff Scientist	PM	124
13440	Environmental Review Specialist	PM	122
13510	Industrial Engineer	PM	132
13520	Industrial Engineering Associate	PM	128
13560	Mechanical Engineer	PM	132
13570	Mechanical Engineering Associate	PM	128
13610	Traffic Engineer	PM	132
13620	Traffic Engineer Associate	PM	128
13630	Traffic Control Planner	PM	126
13640	Traffic Control Specialist	GS	052
13710	Utility Engineer	PM	132
13720	Pretreatment Manager	PM	132
13730	Utility Engineering Associate	PM	128
13740	Pretreatment Engineering Associate	PM	128
13750	Pretreatment Assistant Manager	PM	125
13810	Engineering Associate	PM	126
13815	Engineering Lead Technician	GS	056
13820	Engineering Senior Technician	GS	054
13825	Environmental Senior Field Technician	GS	052
13830	Engineering Technician	GS	051
13835	Environmental Field Technician	GS	048
13840	Engineering Aide	GS	046
14055	Airport Program Coordinator	PM	132
14060	Airport Facilities Maintenance Superintendent	PM	129
14070	Airport Operations Superintendent	PM	131
14080	Airport Security Coordinator	PM	129
14090	Airport Operations Supervisor	PM	126
14100	Airport Assistant Operations Officer	PM	123
14120	Transportation Services Supervisor	GS	052
14210	Transit Planning & Program Coordinator	PM	132
14230	Transit Superintendent of Operations	PM	132
14235	Streetcar Safety Manager	PM	132
14240	Paratransit Assistant Superintendent	PM	128
14255	Transit Senior Service Planner	PM	127
14256	Transit Service Planner	PM	125
14258	Transit Assistant Superintendent of Operations	GS	058
14260	Transit Call Center Supervisor	GS	055
14265	Transit Supervisor	GS	053
14300	Transit Fleet Service Supervisor	GS	052
14305	Transit Safety Manager	PM	130
14307	Transit Safety Officer	PM	126
14310	Transit Customer Service Supervisor	GS	051

Job Code	Job Description	Pay Plan	Pay Grade
14315	Transit Scheduler	GS	051
14320	Transit Data Specialist	GS	051
14340	Transit Schedule Writer	GS	051
14360	Transit Quality Control Inspector	GS	051
14365	Transit Customer Service Representative	GS	044
14410	Transit Operator Trainer	GS	051
14420	Transit Operator	GS	049
14440	Shuttle Coach Operator	GS	045
14460	Coach Operator Trainee	GS	043
15050	Events Coordinator	GS	049
15060	Museum Development Coordinator	PM	125
15070	Museum Preparator	PM	123
15080	Museum Registrar	PM	123
15100	Historic Preservation Officer	PM	130
15110	Public Arts Program Coordinator	PM	124
15120	Arts Programs & Education Specialist	PM	124
15150	Marketing and Cultural Tourism Coordinator	PM	124
15210	Art Museum Senior Curator	PM	129
15215	Art Museum Curator	PM	127
15220	Archeology Museum Curator	PM	127
15225	History Museum Curator	PM	127
15235	Art Museum Senior Education Curator	PM	126
15240	History Museum Senior Education Curator	PM	126
15245	Museum Education Curator	PM	125
15250	Archaeology Museum Education Curator	PM	125
15260	Art Museum Assistant Curator	PM	124
15270	Art Museum Assistant Education Curator	PM	123
15310	Museum Store Manager	PM	123
15320	Museum Operations Assistant	GS	044
15430	Library Head of General Reference	PM	130
15440	Library Head Cataloger	PM	128
15450	Southwest Librarian	PM	127
15520	Collection Development Manager	PM	130
15530	Library Youth Services Coordinator	PM	128
15535	Collection Development Librarian	PM	128
15545	Public Services Librarian	PM	125
15550	Library Services Supervisor	GS	052
15555	Library Acquisitions Specialist	GS	052
15560	Library Information Services Specialist	GS	049
15570	Library Customer Service Specialist	GS	046
15580	Library Assistant	GS	043
15610	Trans-Pecos Library System Coordinator	PM	130
15615	Regional Library Branch Manager	PM	130
15620	Library Branch Manager	PM	129
15625	Assistant Trans-Pecos Systems Coordinator	PM	127
15635	Assistant Library Branch Manager	PM	127
15650	Library Literacy Coordinator	PM	125

Job Code	Job Description	Pay Plan	Pay Grade
16010	Park Operations Superintendent	PM	134
16020	Recreation Programs Manager	PM	130
16050	Recreation Division Supervisor	PM	129
16065	Open Space, Trails and Parks Coordinator	PM	126
16070	Recreation & Sports Coordinator	PM	126
16110	Community Center Supervisor	PM	125
16120	Aquatics Supervisor	PM	123
16130	Recreation Program Supervisor	PM	122
16210	Park User Representative	GS	049
16220	Recreation Specialist	GS	047
16230	Recreation Leader	GS	043
16320	Park Area Supervisor	GS	055
16430	Zoo Animal Curator	PM	129
16440	Zoo Education Curator	PM	125
16445	Zoo Education Specialist	PM	123
16460	Zoo Parks Operations Manager	PM	130
16465	Zoo Registrar	GS	053
16480	Aquatics Systems Manager	GS	053
16485	Zoo Exhibit Technician	GS	051
16490	Zoo Facilities Supervisor	GS	050
16515	Associate Veterinarian	PM	133
16520	Veterinary Technician	GS	054
16530	Veterinary Assistant	GS	049
16540	Zoo Commissary Supervisor	GS	052
16543	Zoo Commissary Lead Technician	GS	046
16545	Zoo Commissary Technician	GS	043
16550	Zoo Collection Supervisor	GS	053
16555	Animal Training and Enrichment Coordinator	GS	053
16560	Zoo Area Supervisor	GS	051
16580	Senior Zoo Keeper	GS	049
16590	Zoo Keeper	GS	047
17130	Chief Building Inspector	PM	127
17215	Building Combination Inspector Supervisor	GS	057
17220	Mechanical & Plumbing Inspector Supervisor	GS	055
17222	Building Inspector Supervisor	GS	055
17225	Building Combination Inspector	GS	055
17227	Property Maintenance & Housing Inspector Supervisor	GS	057
17230	Electrical Inspector Supervisor	GS	055
17235	Building Inspector	GS	053
17237	Property Maintenance & Housing Inspector	GS	055
17240	Electrical Inspector	GS	053
17260	Plumbing Inspector	GS	053
17270	Mechanical Inspector	GS	052
17280	Landscape Inspector	GS	053
17285	Capital Projects Inspector	GS	052
17290	Construction Inspector Trainee	GS	047
17300	Code Compliance Manager	PM	130

Job Code	Job Description	Pay Plan	Pay Grade
17305	Code Field Operations Supervisor	GS	057
17310	Code Compliance Supervisor	GS	055
17315	Senior Code Compliance Officer	GS	053
17320	Code Compliance Officer	GS	051
17330	Associate Code Compliance Officer	GS	047
17340	Chief Plans Examiner	PM	132
17343	Senior Plans Examiner	PM	127
17350	Building Plans Examiner	GS	057
17370	Electrical Plans Examiner	GS	057
17380	Landscape Plans Examiner	GS	057
17385	Mechanical & Plumbing Plans Examiner	GS	056
17387	Building Inspector / Plans Examiner	GS	055
17390	Traffic Signs and Markings Plans Examiner	GS	055
17395	Zoning Board of Adjustment Secretary	GS	053
17420	Traffic Signal Division Supervisor	GS	057
17430	Traffic Signs & Markings Division Supervisor	GS	056
17440	Traffic Signal Maintenance Supervisor	GS	056
17510	Traffic Control Installation Supervisor	GS	053
17515	Traffic Signs & Markings Technician	GS	048
17520	Traffic Signs & Markings Worker	GS	046
17625	Transportation Manager	PM	132
17626	Transportation Planner	PM	127
17627	Pavement Coordinator	PM	126
17628	Graffiti Abatement Program Coordinator	PM	123
17630	Operations Supervisor	GS	057
17640	Operations Assistant	GS	053
17650	Resurfacing Inspector	GS	047
17730	Solid Waste Superintendent	GS	056
17735	Solid Waste Operations Manager	PM	132
17738	Solid Waste Operations Coordinator	PM	122
17740	Solid Waste Landfill Supervisor	GS	055
17810	Solid Waste Division Supervisor	GS	054
17820	Solid Waste Route Supervisor	GS	044
17824	Solid Waste Truck Driver Trainer	GS	052
17825	Lead Solid Waste Truck Driver	GS	051
17830	Solid Waste Truck Driver	GS	049
17840	Solid Waste Truck Driver Trainee	GS	043
18020	Fleet Maintenance Chief	GS	058
18030	Fleet Maintenance Supervisor	GS	056
18040	Fleet Body Shop Supervisor	GS	056
18045	Fleet Services Coordinator	GS	052
18050	Maintenance Service Ticket Writer	GS	046
18105	Fleet Maintenance Trainer Supervisor	GS	057
18110	Fleet Maintenance Lead Technician	GS	054
18120	Fleet Maintenance Technician	GS	052
18130	Groundskeeping Equipment Technician	GS	048
18140	Fleet Maintenance Technician Trainee	GS	046

Job Code	Job Description	Pay Plan	Pay Grade
18200	Fleet Body Repair Lead Technician	GS	054
18210	Fleet Body Repair Technician	GS	052
18220	Fleet Service Worker	GS	045
18230	Fleet Services Assistant	GS	043
18240	Tire Repairer	GS	043
18270	Streetcar Maintenance Technician	GS	055
18290	Streetcar Hostler	GS	043
18307	City Facilities Manager	PM	134
18310	Facilities Maintenance Superintendent	PM	130
18315	Facilities Maintenance Chief	GS	056
18320	Facilities Maintenance Supervisor	GS	055
18325	Airfield Maintenance Supervisor	GS	055
18328	Airport Labor Supervisor	GS	052
18330	Custodial Services Supervisor	GS	049
18340	Custodial Supervisor	GS	047
18350	Custodial Shift Leader	GS	045
18405	Heavy Equipment Trainer Supervisor	GS	057
18410	Heavy Equipment Supervisor	GS	055
18420	Heavy Equipment Operator	GS	051
18430	Equipment Operator	GS	048
18440	Truck Driver	GS	045
18445	Utility Equipment Operator Associate	GS	044
18450	Utility Equipment Operator Trainee	GS	043
18510	General Services Supervisor	GS	052
18520	Facilities Maintenance Lead Worker	GS	050
18530	Facilities Maintenance Worker	GS	047
18535	General Services Lead Worker	GS	046
18540	Trades Helper	GS	045
18550	Groundskeeper	GS	045
18555	Service & Security Worker	GS	043
18570	General Service Worker	GS	043
18605	Electrician Supervisor	GS	056
18610	Industrial Electrician	GS	055
18615	Electronics Lead Technician	GS	055
18630	Electrician	GS	054
18650	Electronics Technician	GS	053
18710	Lead Maintenance Mechanic	GS	054
18720	Plumber	GS	052
18730	Welder	GS	052
18740	Maintenance Mechanic	GS	051
18750	Carpenter	GS	049
18760	Irrigation Technician	GS	048
18770	Roofer	GS	047
18780	Locksmith	GS	046
19110	Court Sentencing & Security Supervisor	PM	129
19120	Municipal Court Hearing Officer	PM	126
19130	Municipal Court Sentencing Coordinator	PM	124

Job Code	Job Description	Pay Plan	Pay Grade
19135	Court Services Supervisor	GS	053
19140	Warrant Supervisor	GS	052
19150	Senior Deputy Court Clerk	GS	051
19154	Lead Court Customer Representative	GS	049
19156	Lead Deputy Court Clerk	GS	047
19160	Deputy Court Clerk	GS	046
19220	Police Administrative Services Division Manager	PM	129
19230	Police Budget Coordinator	PM	126
19233	Public Safety Report Taker Supervisor	GS	055
19235	Police Records Supervisor	GS	057
19240	Police Records Unit Supervisor	GS	055
19250	Police Records Specialist	GS	047
19310	Police Training Manager	PM	128
19315	Senior Crime Analyst	PM	128
19320	Police Toxicologist	PM	127
19325	Police Planner	PM	127
19330	Criminal Intelligence Liaison	PM	123
19340	Police Interagency Program Coordinator	PM	122
19380	Victim Services Advocate	GS	054
19385	Court Liaison Supervisor	GS	045
19430	Latent Print Examiner Supervisor	PM	126
19435	Senior Latent Print Examiner	PM	123
19438	Photographic Laboratory Supervisor	GS	056
19440	Photographic Laboratory Senior Technician	GS	053
19445	Latent Print Examiner	GS	053
19450	Property & Evidence Supervisor	GS	052
19455	Photographic Laboratory Technician	GS	050
19460	Property and Disposition Specialist	GS	050
19465	Property & Evidence Specialist	GS	048
19510	Vehicle for Hire Supervisor	GS	050
19520	Vehicle for Hire Inspector	GS	048
19525	Parking and Traffic Controller	GS	048
19530	Parking Enforcement Controller	GS	047
19540	Tow Truck Operator	GS	045
19620	Communications Assistant Manager	PM	129
19730	Public Safety Shift Supervisor	GS	057
19750	Public Safety Communicator	GS	054
19755	Public Safety Communicator Trainee	GS	051
19760	Public Safety Call Taker	GS	051
19770	Public Safety Report Taker	GS	045
19780	Public Safety Communications Specialist	GS	050
20130	Contracts Development Coordinator	PM	128
20280	Fleet & Building Maintenance Superintendent	PM	131
20320	Water Conservation Specialist	PM	124
20330	Water Conservation Technician	GS	049
20430	Utility Human Resources Assistant Manager	PM	134
20440	Utility Safety & Claims Supervisor	PM	129

Job Code	Job Description	Pay Plan	Pay Grade
20448	Utility Claims Specialist	PM	126
20450	Senior Safety Specialist	PM	126
20520	Laboratory Services Manager	PM	132
20528	Water Operations Control Analyst	PM	129
20530	Utility Sample Specialist	GS	053
20550	Utility Laboratory Technician	GS	050
20555	Utility Laboratory Sampler	GS	048
20560	Utility Laboratory Aide	GS	043
20600	Utility Call Center Supervisor	GS	055
20605	Utility Customer Service Quality Assurance & Training Specialist	GS	054
20610	Utility Customer Service Supervisor	GS	055
20615	Utility Meter Shop Supervisor	GS	053
20620	Utility Field Customer Service Supervisor	GS	051
20625	Utility Meter Reader Supervisor	GS	050
20630	Utility Field Customer Service Inspector	GS	049
20635	Utility Meter Senior Repairer	GS	049
20640	Utility Field Customer Service Worker	GS	048
20650	Utility Meter Repairer	GS	047
20660	Utility Meter Reader	GS	046
20705	Stormwater Superintendent	PM	130
20710	Water Plant Superintendent	PM	130
20720	Wastewater Plant Superintendent	PM	130
20730	Water Plant Assistant Superintendent	PM	125
20740	Wastewater Plant Assistant Superintendent	PM	125
20745	Utility Plant Lead Technician	GS	055
20750	Utility Plant Senior Technician	GS	052
20760	Wastewater Plant Senior Technician	GS	052
20770	Utility Plant Technician	GS	050
20810	Water Production Superintendent	PM	130
20815	Instrumentation Control Superintendent	PM	127
20820	Instrumentation Control Assistant Superintendent	PM	125
20830	Water Production Assistant Superintendent	PM	125
20840	Instrumentation Control Supervisor	GS	057
20850	Instrumentation Control Lead Technician	GS	056
20860	Utility Central Control Supervisor	GS	054
20870	Utility Central Control Operator	GS	054
20875	Instrumentation Control Technician	GS	054
20910	Wastewater Lift Station Superintendent	PM	128
20930	Pretreatment Inspector Supervisor	GS	054
20940	Pretreatment Inspector	GS	051
21010	Water Distribution Superintendent	PM	130
21015	Wastewater Collection Systems Chief Superintendent	PM	130
21020	Wastewater Construction Superintendent	PM	128
21025	Wastewater Collection Maintenance Superintendent	PM	128
21026	Water Distribution Assistant Superintendent	PM	125
21027	Wastewater Collection Maintenance Assistant Superintendent	GS	055
21030	Utility Warehouse Supervisor	GS	057

Job Code	Job Description	Pay Plan	Pay Grade
21040	Wastewater Lift Station Maintenance Supervisor	GS	055
21050	Wastewater Collection Maintenance Supervisor	GS	055
21060	Utility Construction Supervisor	GS	054
21070	Utility Lead Maintenance Mechanic	GS	054
21100	Water Service Worker Supervisor	GS	052
21110	Wastewater Service Worker Supervisor	GS	052
21115	Water Services Inspector	GS	050
21120	Water Lead Service Worker	GS	048
21130	Wastewater Lead Service Worker	GS	047
21140	Utility Pipe Layer	GS	046
22050	WIC Services Manager	PM	130
22070	Public Health Technician	GS	052
22085	Nurse Supervisor	PM	130
22120	Medical Assistant	GS	048
22130	Clinical Assistant	GS	046
22140	Nutrition Services Manager	PM	133
22170	Nutritionist	PM	125
22180	Breastfeeding Coordinator	PM	125
22190	Community Service Aide Breastfeeding Counselor	GS	045
22210	Dental Hygienist	GS	057
22220	Dental Assistant	GS	046
22230	Health Training & Promotions Manager	PM	132
22267	Epidemiologist	PM	131
22270	Public Health Supervisor	PM	128
22280	Senior Public Health Specialist	PM	124
22290	Public Health Specialist	PM	123
22300	Public Health Aide	GS	045
22315	Animal Services Manager	PM	130
22321	Animal Services Operations Supervisor	GS	057
22325	Animal Services Shift Supervisor	GS	055
22340	Senior Animal Protection Officer	GS	053
22350	Animal Protection Officer	GS	051
22370	Senior Animal Care Attendant	GS	048
22380	Animal Care Attendant	GS	046
22460	Food Safety Inspector Supervisor	GS	055
22470	Food Safety Inspector	GS	051
23010	Safety Engineer	PM	132
24000	Sanitary Services Manager	PM	134
24010	Sanitary Services Supervisor	PM	128
24030	Sanitarian	PM	125
24040	Sanitarian Specialist	PM	123
73270	Firefighter Trainee	GS	048
73280	Certified Firefighter Trainee	GS	050
73290	Certified Paramedic-Fire Trainee	GS	054
73300	Firefighter	FS	1
73305	FIrefighter 56 Hours	FS	1
73310	Fire Medic	FS	1

Job Code	Job Description	Pay Plan	Pay Grade
73320	Fire Paramedic	FMS	002
73325	Fire Paramedic 56 Hours	FM12	002
73330	Fire Suppression Technician	FS	2
73335	Fire Suppression Technician 56 Hours	FS	2
73350	Fire Suppression Technician II	FS	3
73360	Fire Medical Lieutenant	FMS	004
73365	Fire Med Lieutenant 56 Hours	FM12	004
73370	Fire Lieutenant	FS	4
73375	Fire Lieutenant 56 Hours	FS	4
73380	Fire Captain	FS8	5
73385	Fire Captain 56 Hours	FS	5
73390	Fire Battalion Chief	FS8	7
73395	Fire Battalion Chief 56 Hours	FS	6
73410	Fire Maintenance Superintendent	FS	7
73420	Fire Division Chief	FS	6
73430	Assistant Fire Marshall	FS	6
73440	Fire Marshall	FS	8
73450	Fire Training Chief	FS	7
73460	Fire Administrative Chief	FS	7
73470	Fire Deputy Chief	FS	8
73475	Fire Deputy Chief 56 Hours	FS	8
73480	Fire Assistant Chief	FS	9
75400	Certified Police Trainee	GS	054
75410	Police Trainee	GS	054
75420	Police Officer	P	1
75420	Police Officer	P	2
75420	Police Officer	P	3
75510	Police Detective	P	2
75510	Police Detective	P	3
75610	Police Sergeant	P	4
75620	Police Lieutenant	P	5
75630	Police Commander	P	6
75660	Police Deputy Chief	P	7
75670	Police Assistant Chief	P	8

Schedule E
Department of Information Technology Services
FY 2022 Maintenance, Support, and License Renewals

DEPARTMENT	DIVISION	ACCOUNT	PROGRAM	ACCOUNT DESCRIPTION	FY 2022 BUDGET	VENDOR
Capital Improvement	15240	522020	P1506	Data Processing Srvcs. Contracts	29,700	LCPTracker Inc.
Capital Improvement	15240	522020	P1506	Data Processing Srvcs. Contracts	14,310	Environmental Systems Research Inc.
Capital Improvement	15240	522020	P1506	Data Processing Srvcs. Contracts	15,000	Spectrum Technologies Inc.
					59,010	
City Attorney	15240	522150	P1506	Outside Contracts -Noc	30,000	GovQA Inc.
City Attorney	15240	522150	P1506	Outside Contracts -Noc	5,000	GovQA Inc.
City Attorney	15240	522290	P1506	Data Processing Srvcs. Contracts	15,000	Thomson Reuters Elite a division of West Publishing Corp.
					50,000	
City Clerk	15240	522020	P1506	Data Processing Srvcs. Contracts	1,800	Municipal Code Corporation
CITYWIDE	15240	522020	P1506	Data Processing Srvcs. Contracts	170,000	Microsoft Corporation
CITYWIDE	15240	522020	P1506	Data Processing Srvcs. Contracts	1,700,000	SHI Government Solutions
CITYWIDE	15240	522020	P1506	Data Processing Srvcs. Contracts	165,000	Insight Public Sector
CITYWIDE	15240	522020	P1506	Data Processing Srvcs. Contracts	35,000	Videotext Systems Inc.
CITYWIDE	15240	522020	P1506	Data Processing Srvcs. Contracts	6,250	SHI Government Solutions / Lubbock Audio Visual
CITYWIDE	15240	522020	P1506	Data Processing Srvcs. Contracts	6,500	Siteimprove, Inc.
CITYWIDE	15240	522020	P1506	Data Processing Srvcs. Contracts	126,630	Environmental Systems Research Institute (ESRI)
CITYWIDE	15240	522020	P1506	Data Processing Srvcs. Contracts	410,000	Accela Inc.
CITYWIDE	15240	522020	P1506	Data Processing Srvcs. Contracts	75,824	Granicus LLC
CITYWIDE	15240	522020	P1506	Data Processing Srvcs. Contracts	10,000	Spectrum Technologies Inc.
CITYWIDE	15240	522020	P1506	Data Processing Srvcs. Contracts	40,290	Info-Tech Research Group Inc
CITYWIDE	15240	522020	P1506	Data Processing Srvcs. Contracts	11,500	Skillsoft Corporation
CITYWIDE	15240	522020	P1506	Data Processing Srvcs. Contracts	105,000	SHI Government Solutions Inc.
CITYWIDE	15240	522020	P1506	Data Processing Srvcs. Contracts	85,000	SHI Government Solutions Inc.
CITYWIDE	15240	522020	P1506	Data Processing Srvcs. Contracts	5,500	SHI Government Solutions
CITYWIDE	15240	522020	P1506	Data Processing Srvcs. Contracts	166,298	SHI Government Solutions
CITYWIDE	15240	522020	P1506	Data Processing Srvcs. Contracts	80,000	Transtelco Inc.
CITYWIDE	15240	522020	P1506	Data Processing Srvcs. Contracts	50,000	Various Vendors
CITYWIDE	15240	522020	P1506	Data Processing Srvcs. Contracts	9,000	Active Power Inc.
CITYWIDE	15240	522020	P1506	Data Processing Srvcs. Contracts	185,000	Hewlett Packard Enterprise Company
CITYWIDE	15240	522020	P1506	Data Processing Srvcs. Contracts	85,500	Dell Computer Corp. d/b/a/ Dell Marketing LP
CITYWIDE	15240	522020	P1506	Data Processing Srvcs. Contracts	35,000	Pivot Technology Services Corp.
CITYWIDE	15240	522020	P1506	Data Processing Srvcs. Contracts	35,000	Decision Tree Inc.
CITYWIDE	15240	522020	P1506	Data Processing Srvcs. Contracts	10,000	Checkpoint / Decision Tree
CITYWIDE	15240	522020	P1506	Data Processing Srvcs. Contracts	809	1099 Pro Inc.

Schedule E

DEPARTMENT	DIVISION	ACCOUNT	PROGRAM	ACCOUNT DESCRIPTION	FY 2022 BUDGET	VENDOR
CITYWIDE	15240	522020	P1506	Data Processing Srvcs. Contracts	707	ACL Services Ltd. d/b/a/ Galvanize
CITYWIDE	15240	522020	P1506	Data Processing Srvcs. Contracts	65,000	SHI Government Solutions
CITYWIDE	15240	522020	P1506	Data Processing Srvcs. Contracts	7,500	SHI Government Solutions
CITYWIDE	15240	522020	P1506	Data Processing Srvcs. Contracts	1,820	SHI Govt. Solutions / Solarwinds
CITYWIDE	15240	522020	P1506	Data Processing Srvcs. Contracts	57,000	Professional Document Systems
CITYWIDE	15240	522020	P1506	Data Processing Srvcs. Contracts	140,000	Tech Data Corporation
CITYWIDE	15240	522020	P1506	Data Processing Srvcs. Contracts	693,000	Oracle America Inc.
CITYWIDE	15240	522020	P1506	Data Processing Srvcs. Contracts	4,500	SHI Govt. Solutions
CITYWIDE	15240	522020	P1506	Data Processing Srvcs. Contracts	35,000	Park Place via SHI Government Solutions
CITYWIDE	15240	522020	P1506	Data Processing Srvcs. Contracts	31,000	Innis Maggiore Group Inc.
CITYWIDE	15240	522020	P1506	Data Processing Srvcs. Contracts	25,000	HPS Audio Video LLC.
CITYWIDE	15240	522020	P1506	Data Processing Srvcs. Contracts	47,000	SHI Govt. Solutions / CitySourced
CITYWIDE	15240	522020	P1506	Data Processing Srvcs. Contracts	95,000	Creative Enterprise Solutions, LLC dba Beyond20
CITYWIDE	15240	522020	P1506	Data Processing Srvcs. Contracts	25,000	SHI Government Solutions Inc.
CITYWIDE	15240	522020	P1506	Data Processing Srvcs. Contracts	10,000	Micro Tel Inc.
CITYWIDE	15240	522020	P1506	Data Processing Srvcs. Contracts	15,000	Advanced Security Contractors
CITYWIDE	15240	522020	P1506	Data Processing Srvcs. Contracts	97,313	ITD Electripro
CITYWIDE	15240	522020	P1506	Data Processing Srvcs. Contracts	105,000	Dell Computer Corp. d/b/a/ Dell Marketing LP
CITYWIDE	15240	522020	P1506	Data Processing Srvcs. Contracts	26,000	SHI Government Solutions
CITYWIDE	15240	522020	P1506	Data Processing Srvcs. Contracts	25,000	Dell Computer Corp. d/b/a/ Dell Marketing LP
CITYWIDE	15240	522020	P1506	Data Processing Srvcs. Contracts	15,000	Pivot Technology Services Corp.
CITYWIDE	15240	522020	P1506	Data Processing Srvcs. Contracts	10,000	Faronics Technologies USA Inc.
CITYWIDE	15240	522020	P1506	Data Processing Srvcs. Contracts	15,000	Pivot Technology Services Corp.
CITYWIDE	15240	522020	P1506	Data Processing Srvcs. Contracts	415,000	Pivot Technology Services Corp.
CITYWIDE	15240	522020	P1506	Data Processing Srvcs. Contracts	35,000	Kudelski Security Inc.
CITYWIDE	15240	522020	P1506	Data Processing Srvcs. Contracts	1,995	OOLKA- AKA SCENE LLC
CITYWIDE	15240	522020	P1506	Data Processing Srvcs. Contracts	30,000	Insight Public Sector
CITYWIDE	15240	522020	P1506	Data Processing Srvcs. Contracts	65,000	Kudelski Security Inc.
CITYWIDE	15240	522290	P1506	Office Equip. Maint. Contracts	25,000	John Hargrove Consulting
CITYWIDE	15240	522290	P1506	Office Equip. Maint. Contracts	10,000	RTC, Inc.
CITYWIDE	15240	522290	P1506	Office Equip. Maint. Contracts	140,000	RTC Inc.
CITYWIDE	15240	522290	P1506	Office Equip. Maint. Contracts	635,389	Motorola Solutions Inc.
CITYWIDE	15240	522290	P1506	Office Equip. Maint. Contracts	155,000	WatchGuard Inc.
CITYWIDE	15240	522020	P1506	Data Processing Srvcs. Contracts	135,000	SHI Government Solutions /CitySourced- Rock Solid
					6,802,325	

Schedule E

DEPARTMENT	DIVISION	ACCOUNT	PROGRAM	ACCOUNT DESCRIPTION	FY 2022 BUDGET	VENDOR
Economic Development	15240	522020	P1506	Data Processing Srvcs. Contracts	700	C2ER
Economic Development	15240	522020	P1506	Data Processing Srvcs. Contracts	10,434	Chmura Economics & Analytics
Economic Development	15240	522020	P1506	Data Processing Srvcs. Contracts	1,600	Moody's Analytics
Economic Development	15240	522020	P1506	Data Processing Srvcs. Contracts	6,250	Impact Data Source
Economic Development	15240	522020	P1506	Data Processing Srvcs. Contracts	800	Implan Inc.
Economic Development	15240	522020	P1506	Data Processing Srvcs. Contracts	6,250	Citysourced / Rock Solid
					26,034	
Fire	15240	522020	P1506	Data Processing Srvcs. Contracts	1,700	Sydion LLC
Fire	15240	522020	P1506	Data Processing Srvcs. Contracts	98,471	Tiburon Inc.
Fire	15240	522020	P1506	Data Processing Srvcs. Contracts	2,550	Ron Turley and Associates
Fire	15240	522020	P1506	Data Processing Srvcs. Contracts	15,000	ESI Acquisition Inc.
Fire	15240	522020	P1506	Data Processing Srvcs. Contracts	80,000	Sierra Wireless America Inc. / Insight Public Sector
Fire	15240	522020	P1506	Data Processing Srvcs. Contracts	64,000	Target Solutions Learning Inc.
Fire	15240	522020	P1506	Data Processing Srvcs. Contracts	65,000	Kronos Inc.
Fire	15240	522020	P1506	Data Processing Srvcs. Contracts	20,000	Kronos Inc.
Fire	15240	522020	P1506	Data Processing Srvcs. Contracts	18,000	PulsePoint Foundation
Fire	15240	522020	P1506	Data Processing Srvcs. Contracts	15,868	Environmental Services Research Institute Inc.
					380,589	
Human Resources	15240	522150	P1506	Outside Contracts - Noc	7,500	Economic Research Institute
Human Resources	15240	522150	P1506	Outside Contracts - Noc	58,000	GovernmentJobs.com d/b/a Neogov
Human Resources	15240	522150	P1506	Outside Contracts - Noc	132,000	GovernmentJobs.com d/b/a Neogov
Human Resources	15240	522020	P1506	Data Processing Srvcs. Contracts	230,000	Kronos Inc.
Human Resources	15240	522020	P1506	Data Processing Srvcs. Contracts	1,500	Harland Technology Services a division of Scantron
Human Resources	15240	522020	P1506	Data Processing Srvcs. Contracts	300	Engineered Data Products(EDP) LLP
Human Resources	15240	522020	P1506	Data Processing Srvcs. Contracts	540	Acuity Scheduling
					429,840	
Libraries	15240	522290	P1506	Office Equip. Maint. Contracts	123,755	SIRSI Corporation d/b/a/ SirisDynix
Libraries	15240	522290	P1506	Office Equip. Maint. Contracts	7,020	SIRSI Corporation d/b/a/ SirisDynix
Libraries	15240	522290	P1506	Office Equip. Maint. Contracts	13,134	SIRSI Corporation d/b/a/ SirisDynix
Libraries	15240	522290	P1506	Office Equip. Maint. Contracts	9,230	SIRSI Corporation d/b/a/ SirisDynix
Libraries	15240	522020	P1506	Data Processing Srvcs. Contracts	29,985	Bibliotheca Inc.
Libraries	15240	522020	P1506	Data Processing Srvcs. Contracts	10,606	Bibliotheca Inc.
Libraries	15240	522020	P1506	Data Processing Srvcs. Contracts	3,036	Bibliotheca Inc.
Libraries	15240	522020	P1506	Data Processing Srvcs. Contracts	10,602	Comprise Technologies Inc.

Schedule E

DEPARTMENT	DIVISION	ACCOUNT	PROGRAM	ACCOUNT DESCRIPTION	FY 2022 BUDGET	VENDOR
Libraries	15240	522290	P1506	Office Equip. Maint. Contracts	15,827	Comprise Technologies Inc.
Libraries	15240	522020	P1506	Data Processing Srvcs. Contracts	7,500	TechLogic Corporation
					230,695	
MCAD	15240	522020	P1506	Data Processing Srvcs. Contracts	75,000	The Gibson Group Touch City Ltd.
MCAD	15240	522020	P1506	Data Processing Srvcs. Contracts	950	PCMG Inc.
MCAD	15240	522020	P1506	Data Processing Srvcs. Contracts	2,210	Past Perfect Software Inc.
					78,160	
OTC	15240	522150	P1506	Outside Contracts - Noc	38,500	Workiva Inc.
OTC	15240	522150	P1506	Outside Contracts - Noc	18,136	Apptricity
OTC	15240	522150	P1506	Outside Contracts - Noc	50,200	Prodigiq Inc.
OTC	15240	522020	P1506	Data Processing Srvcs. Contracts	65,000	e-CIVIS Inc.
					171,836	
OMB	15240	522150	P1506	Outside Contracts - Noc	25,000	Suttech Inc.
Parks	15249	522020	P1506	Data Processing Srvcs. Contracts	43,000	Perfect Mind Inc.
Planning & Inspections	15240	522020	P1506	Data Processing Srvcs. Contracts	25,650	Selectron Technologies Inc.
Planning & Inspections	15240	522020	P1506	Data Processing Srvcs. Contracts	15,000	CityGovApp Inc.
Planning & Inspections	15240	522020	P1506	Data Processing Srvcs. Contracts	10,000	Qless, Inc.
Planning & Inspections	15240	522020	P1506	Data Processing Srvcs. Contracts	7,000	Pivot Technology Services Corp.
Planning & Inspections	15240	522020	P1506	Data Processing Srvcs. Contracts	65,000	Carahsoft / ePlansoft
Planning and Inspection	15240	522020	P1506	Data Processing Srvcs. Contracts	11,394	Zonar Systems Inc.
					134,044	
Police	15240	522020	P1506	Data Processing Srvcs. Contracts	65,000	CDW-G Inc.
Police	15240	522020	P1506	Data Processing Srvcs. Contracts	3,247	CI Technologies Inc.
Police	15240	522020	P1506	Data Processing Srvcs. Contracts	5,000	Citrix Systems Inc. / The Broadleaf Group via SHI Government Solutions Inc.
Police	15240	522020	P1506	Data Processing Srvcs. Contracts	235,947	El Paso County, Texas / Intergraph Corporation d/b/a/ Hexagon Safety and Infrastructure
Police	15240	522020	P1506	Data Processing Srvcs. Contracts	4,417	Intergraph Corporation Hexagon Safety and Infrastructure
Police	15240	522020	P1506	Data Processing Srvcs. Contracts	13,320	Orion Communications, Inc.
Police	15240	522020	P1506	Data Processing Srvcs. Contracts	7,500	Orion Communications, Inc.
Police	15240	522020	P1506	Data Processing Srvcs. Contracts	60,000	GOV QA
Police	15240	522020	P1506	Data Processing Srvcs. Contracts	186,299	Morpho USA Inc., d/b/a Idemia Identity & Security USA LLC
Police	15240	522020	P1506	Data Processing Srvcs. Contracts	1,700	Harland Technology Services a division of Scantron
Police	15240	522020	P1506	Data Processing Srvcs. Contracts	6,760	Noritsu America Corporation
Police	15240	522020	P1506	Data Processing Srvcs. Contracts	5,135	Tyler Technologies Inc.
Police	15240	522020	P1506	Data Processing Srvcs. Contracts	2,000	Digital Audio Corp. d/b/a/ Salient Sciences

DEPARTMENT	DIVISION	ACCOUNT	PROGRAM	ACCOUNT DESCRIPTION	FY 2022 BUDGET	VENDOR
Police	15240	522020	P1506	Data Processing Srvcs. Contracts	8,700	Oxygen Forensics
Police	15240	522020	P1506	Data Processing Srvcs. Contracts	995	iNPUT-ACE
Police	15240	522020	P1506	Data Processing Srvcs. Contracts	1,000	Environmental Systems Research Inc.
Police	15240	522020	P1506	Data Processing Srvcs. Contracts	4,118	Cellebrite Inc.
Police	15240	522020	P1506	Data Processing Srvcs. Contracts	4,495	Hawke Analytics
Police	15240	522020	P1506	Data Processing Srvcs. Contracts	17,000	FARO
Police	15240	522020	P1506	Data Processing Srvcs. Contracts	8,112.50	WatchGuard
Police	15240	522020	P1506	Data Processing Srvcs. Contracts	33,750.00	Lexis-Nexis
					674,496	
Public Health	15240	522020	P1506	Data Processing Srvcs. Contracts	5,000	Henry Schein Practice Solutions
Public Health	15240	522020	P1506	Data Processing Srvcs. Contracts	6,000	Qless Inc.
					11,000	
Purchasing & Strategic Sourcing	15240	522020	P1506	Data Processing Srvcs. Contracts	2,074	Wild Apricot
Purchasing & Strategic Sourcing	15240	522150	P1506	Outside Contracts - Noc	50,000	Equal Level Inc.
Purchasing & Strategic Sourcing	15240	522020	P1506	Data Processing Srvcs. Contracts	10,140	Cantoche USA, Inc.
Purchasing & Strategic Sourcing	15240	522020	P1506	Data Processing Srvcs. Contracts	32,959	Gartner Inc.
Purchasing & Strategic Sourcing	15240	522020	P1506	Data Processing Srvcs. Contracts	1,000	EventBee
Purchasing & Strategic Sourcing	15240	522020	P1506	Data Processing Srvcs. Contracts	33,900	Ionwave
					130,073	
Streets and Maintenance	15240	522020	P1506	Data Processing Srvcs. Contracts	15,000	McCain Inc.
Streets and Maintenance	15240	522020	P1506	Data Processing Srvcs. Contracts	14,310	ESRI
Streets and Maintenance	15240	522020	P1506	Data Processing Srvcs. Contracts	1,660	Transoft Solutions
Streets and Maintenance	15240	522020	P1506	Data Processing Srvcs. Contracts	3,432	Trafficware Ltd.
Streets and Maintenance	15240	522020	P1506	Data Processing Srvcs. Contracts	20,000	MioVision
Streets and Maintenance	15240	522020	P1506	Data Processing Srvcs. Contracts	16,911	Johnson Controls Inc.
Streets and Maintenance	15240	522020	P1506	Data Processing Srvcs. Contracts	3,500	PIX4D
Streets and Maintenance	15240	522020	P1506	Data Processing Srvcs. Contracts	987	APWA Tracking Software
					75,800	

2021 Tax Rate Calculation Worksheet

Date: 07/28/2021 04:13 PM

Taxing Units Other Than School Districts or Water Districts

CITY OF EL PASO — **(915) 212-0000**

Taxing Unit Name — Phone *(area code and number)*

300 N. Campbell, El Paso, TX 79901 — **www.elpasotexas.gov**

Taxing Unit's Address, City, State, ZIP Code — Taxing Unit's Website Address

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GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the No-New-Revenue (NNR) tax rate and Voter-Approval tax rate for the taxing unit. These tax rates are expressed in dollars per $100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School Districts without Chapter 313 Agreements* or or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements*.

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

No-New-Revenue Tax Rate Worksheet	Amount/Rate
1. 2020 total taxable value. Enter the amount of 2020 taxable value on the 2020 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17).[1]	$35,032,919,957
2. 2020 tax ceilings. Counties, cities and junior college districts. Enter 2020 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing units adopted the tax ceiling provision in 2020 or a prior year for homeowners age 65 or older or disabled, use this step.[2]	$0
3. Preliminary 2020 adjusted taxable value. Subtract Line 2 from Line 1.	$35,032,919,957
4. 2020 total adopted tax rate.	$0.907301/$100
5. 2020 taxable value lost because court appeals of ARB decisions reduced 2020 appraised value.	
A. **Original 2020 ARB values:**	$1,614,394,591

B. **2020 values resulting from final court decisions:**	$1,297,394,846
C. **2020 value loss.** Subtract B from A.[3]	$316,999,745
6. 2020 taxable value subject to an appeal under Chapter 42, as of July 25. A. **2020 ARB certified value:**	$2,785,582,230
B. **2020 disputed value:**	$1,001,052,438
C. **2020 undisputed value.** Subtract B from A.[4]	$1,784,529,792
7. 2020 Chapter 42 related adjusted values Add Line 5C and Line 6C.	$2,101,529,537
8. 2020 taxable value, adjusted for actual and potential court-ordered reductions. Add Line 3 and Line 7.	$37,134,449,494
9. 2020 taxable value of property in territory the taxing unit deannexed after Jan. 1, 2020. Enter the 2020 value of property in deannexed territory.[5]	$0
10. 2020 taxable value lost because property first qualified for an exemption in 2021. If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in 2021 does not create a new exemption or reduce taxable value.	
A. **Absolute exemptions.** Use 2020 market value:	$4,092,885
B. **Partial exemptions.** 2021 exemption amount or 2021 percentage exemption times 2020 value:	$236,843,080
C. **Value loss.** Add A and B.[5]	$240,935,965
11. 2020 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2021. Use only properties that qualified in 2021 for the first time; do not use properties that qualified in 2020.	
A. **2020 market value:**	$18,123,491
B. **2021 productivity or special appraised value:**	$9,385
C. **Value loss.** Subtract B from A.[7]	$18,114,106
12. Total adjustments for lost value. Add lines 9, 10C and 11C.	$259,050,071
13. 2020 captured value of property in a TIF. Enter the total value of 2020 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which 2020 taxes were deposited into the tax increment fund.[8] If the taxing unit has no captured appraised value in line 18D, enter 0.	$1,104,695,469
14. 2020 total value. Subtract Line 12 and Line 13 from Line 8.	$35,770,703,954
15. Adjusted 2020 total levy. Multiply Line 4 by Line 14 and divide by $100.	$324,547,954
16. Taxes refunded for years preceding tax year 2020. Enter the amount of taxes refunded	$1,537,965

by the taxing unit for tax years preceding tax year 2020. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2020. This line applies only to tax years preceding tax year 2020.[8]	
17. Adjusted 2020 levy with refunds and TIF adjustment. Add Lines 15 and 16.[10]	$326,085,919
18. Total 2021 taxable value on the 2021 certified appraisal roll today. This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled.[11] A. **Certified values:** B. **Counties:** Include railroad rolling stock values certified by the Comptroller's office: C. **Pollution control and energy storage system exemption:** Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: D. **Tax increment financing:** Deduct the 2021 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2021 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below.[12] **E. Total 2021 value.** Add A and B, then subtract C and D.	$38,366,114,078 $0 $0 $815,220,980 $37,550,893,098
19. Total value of properties under protest or not included on certified appraisal roll.[13] A. **2021 taxable value of properties under protest.** The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest.[14] B. **2021 value of properties not under protest or included on certified appraisal roll.** The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about, but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll.[15] C. **Total value under protest or not certified:** Add A and B.	$376,235,959 $0 $376,235,959
20. 2021 tax ceilings. Counties, cities and junior colleges enter 2021 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing units adopted the tax ceiling provision in 2020 or a prior year for homeowners age 65 or older or disabled, use this step.[16]	$0
21. 2021 total taxable value. Add Lines 18E and 19C. Subtract Line 20.[17]	$37,927,129,057

22. Total 2021 taxable value of properties in territory annexed after Jan. 1, 2020. Include both real and personal property. Enter the 2021 value of property in territory annexed.[18]	$0
23. Total 2021 taxable value of new improvements and new personal property located in new improvements. New means the item was not on the appraisal roll in 2020. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, 2020, and be located in a new improvement. New improvements **do** include property on which a tax abatement agreement has expired for 2021.[19]	$467,094,217
24. Total adjustments to the 2021 taxable value. Add Lines 22 and 23.	$467,094,217
25. Adjusted 2021 taxable value. Subtract Line 24 from Line 21.	$37,460,034,840
26. 2021 NNR tax rate. Divide Line 17 by Line 25 and multiply by $100.[20]	$0.870490/$100
27. COUNTIES ONLY. Add together the NNR tax rates for each type of tax the county levies. The total is the 2021 county NNR tax rate.[21]	

[1]Tex. Tax Code Section 26.012(14)
[2]Tex. Tax Code Section 26.012(14)
[3]Tex. Tax Code Section 26.012(13)
[4]Tex. Tax Code Section 26.012(13)
[5]Tex. Tax Code Section 26.012(15)
[6]Tex. Tax Code Section 26.012(15)
[7]Tex. Tax Code Section 26.012(13)
[8]Tex. Tax Code Section 26.012(13)
[9]Tex. Tax Code Section 26.03(c)
[10]Tex. Tax Code Section 26.012(13)
[11]Tex. Tax Code Section 26.012,26.04(c-2)
[12]Tex. Tax Code Section 26.03(c)
[13]Tex. Tax Code Section 26.01(c) and (d)
[14]Tex. Tax Code Section 26.01(c)
[15]Tex. Tax Code Section 26.01(d)
[16]Tex. Tax Code Section 26.012(6)(b)
[17]Tex. Tax Code Section 26.012(6)
[18]Tex. Tax Code Section 26.012(17)
[19]Tex. Tax Code Section 26.012(17)
[20]Tex. Tax Code Section 26.04(c)
[21]Tex. Tax Code Section 26.04(d)
[22]*Reserved for expansion*

SECTION 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

1. **Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations
2. **Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The Voter-Approval tax rate for a county is the sum of the Voter-Approval tax rates calculated for each type of tax the county levies. In most cases the Voter-Approval tax rate exceeds the No-New-Revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Voter-Approval Tax Rate Worksheet	Amount/Rate
28. 2020 M&O tax rate. Enter the 2020 M&O tax rate.	$0.623847/$100
29. 2020 taxable value, adjusted for actual and potential court-ordered adjustments. Enter the amount in Line 8 of the *No-New-Revenue Tax Rate Worksheet*.	$37,134,449,494
30. Total 2020 M&O levy. Multiply Line 28 by Line 29 and divide by $100.	$231,662,149
31. Adjusted 2020 levy for calculating NNR M&O rate. **A. M&O taxes refunded for years preceding tax year 2020** Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2020. This line applies only to tax years preceding tax year 2020. **B. 2020 taxes in TIF** Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2021 captured appraised value in Line 18D, enter 0. **C. 2020 transferred function.** If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. **D. 2020 M&O levy adjustments.** Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function. **E. Add Line 30 to 31D.**	$1,029,684 $6,891,610 $0 $-5,861,926 $225,800,223
32. Adjusted 2020 taxable value. Enter the amount in Line 25 of the *No-New-Revenue Tax Rate Worksheet*.	$37,460,034,840
33. 2021 NNR M&O rate (unadjusted). Divide Line 31E by Line 32 and multiply by $100.	$0.602776/$100
34. Rate adjustment for state criminal justice mandate.[23] **A. 2021 state criminal justice mandate:** Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose.	$0

B. 2020 state criminal justice mandate: Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies.	$0
C. Subtract B from A and divide by Line 32 and multiply by $100.	$0.000000/$100
D. Enter the rate calculated in C. If not applicable, enter 0.	$0.000000/$100
35. Rate adjustment for indigent health care expenditures.[24] **A. 2021 indigent health care expenditures:** Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2020 and ending on June 30, 2021, less any state assistance received for the same purpose.	$0
B. 2020 indigent health care expenditures: Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2019 and ending on June 30, 2020, less any state assistance received for the same purpose.	$0
C. Subtract B from A and divide by Line 32 and multiply by $100.	$0.000000/$100
D. Enter the rate calculated in C. If not applicable, enter 0.	$0.000000/$100
36. Rate adjustment for county indigent defense compensation.[25] **A. 2021 indigent defense compensation expenditures:** Enter the amount paid by a county to provide appointed counsel for indigent individuals for the period beginning on July 1, 2020 and ending on June 30, 2021, less any state grants received by the county for the same purpose.	$0
B. 2020 indigent defense compensation expenditures: Enter the amount paid by a county to provide appointed counsel for indigent individuals for the period beginning on July 1, 2019 and ending on June 30, 2020, less any state grants received by the county for the same purpose.	$0
C. Subtract B from A and divide by Line 32 and multiply by $100.	$0.000000/$100
D.Multiply B by 0.05 and divide by Line 32 and multiply by $100.	$0.000000/$100
E. Enter the lessor of C and D. If not applicable, enter 0.	$0.000000/$100
37. Rate adjustment for county hospital expenditures.[26] **A. 2021 eligible county hospital expenditures:** Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2020 and ending on June 30, 2021.	$0
B. 2020 eligible county hospital expenditures: Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2019 and ending on June 30, 2020.	$0

C. Subtract B from A and divide by Line 32 and multiply by $100. **D.**Multiply B by 0.08 and divide by Line 32 and multiply by $100. **E.** Enter the lessor of C and D, if applicable. If not applicable, enter 0.	$0.000000/$100 $0.000000/$100 $0.000000/$100
38. Rate adjustment for defunding municipality. This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code 26.0444 for more information. **A. Amount appropriated for public safety in 2020.** Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year **B. Expenditures for public safety in 2020.** Enter the amount of money spent by the municipality for public safety during the preceding fiscal year. **C.** Subtract B from A and divide by Line 32 and multiply by $100. **D.** Enter the rate calculated in C. If not applicable, enter 0.	$0 $0 $0.000000/$100 $0.000000/$100
39. Adjusted 2021 NNR M&O rate. Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D.	$0.602776/$100
40. Adjustment for 2020 sales tax specifically to reduce property values. Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in 2020 should complete this line. These entities will deduct the sales tax gain rate for 2021 in Section 3. Other taxing units, enter zero. **A.** Enter the amount of additional sales tax collected and spent on M&O expenses in 2020, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent. **B.** Divide Line 40A by Line 32 and multiply by $100. **C.** Add Line 40B to Line 39.	$0 $0.000000 $0.602776
41. 2021 voter-approval M&O rate. Enter the rates as calculated by the scenario below. **Special Taxing Unit.** If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08. **- or -** **Other Taxing Unit.** If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.	$0.623873/$100
D41. ***Disaster Line 41 (D41):*** **2021 voter-approval M&O rate for taxing unit affected by disaster declaration.** If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval	$0.000000/$100

tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of 1. the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, or 2. the third tax year after the tax year in which the disaster occurred. If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08.[27] If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41).	
42. Total 2021 debt to be paid with property taxes and additional sales tax revenue. Debt means the interest and principal that will be paid on debts that: (1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year and (4) are not classified in the taxing unit's budget as M&O expenses A. **Debt** also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here.[28] Enter debt amount. B. Subtract **unencumbered fund amount** used to reduce total debt. C. Subtract **certified amount spent from sales tax to reduce debt** (enter zero if none) D. Subtract **amount paid** from other resources. E. **Adjusted debt.** Subtract B, C, and D from A.	$121,024,766 $0 $0 $9,947,027 $111,077,739
43. Certified 2020 excess debt collections. Enter the amount certified by the collector.[28]	$3,545,547
44. Adjusted 2021 debt. Subtract Line 43 from Line 42E.	$107,532,192
45. 2021 anticipated collection rate. A. Enter the 2021 anticipated collection rate certified by the collector:[29] B. Enter the 2020 actual collection rate C. Enter the 2019 actual collection rate D. Enter the 2018 actual collection rate E. If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%.[31]	 99.25% 100.27% 99.25% 99.60% 99.25%
46. 2021 debt adjusted for collections. Divide Line 44 by Line 45E	$108,344,777
47. 2021 total taxable value. Enter the amount on Line 21 of the *No-New-Revenue Tax Rate Worksheet*.	$37,927,129,057
48. 2021 debt tax rate. Divide Line 46 by Line 47 and multiply by $100.	$0.285665/$100

49. 2021 voter-approval tax rate. Add Lines 41 and 48.	$0.909538/$100
D49. *Disaster Line 49 (D49):* 2021 voter-approval tax rate for taxing unit affected by disaster declaration. Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D41. Add Line D41 and 48.	$0.000000/$100
50. COUNTIES ONLY. Add together the voter-approval tax rates for each type of tax the county levies. The total is the 2021 county voter-approval tax rate.	

[23]Tex. Tax Code Section 26.044
[24]Tex. Tax Code Section 26.0442
[25]Tex. Tax Code Section 26.0442
[26]Tex. Tax Code Section 26.0443
[27]Tex. Tax Code Section 26.04(c-1)
[28]Tex. Tax Code Section 26.012(10) and 26.04(b)
[29]Tex. Tax Code Section 26.04(b)
[30]Tex. Tax Code Section 26.04(b)

SECTION 3: NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes	
Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue. This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.	
Additional Sales and Use Tax Worksheet	**Amount/Rate**
51. Taxable Sales. For taxing units that adopted the sales tax in November 2020 or May 2021, enter the Comptroller's estimate of taxable sales for the previous four quarters.[20] Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November 2020, enter 0.	$0
52. Estimated sales tax revenue. Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue.[33] **Taxing units that adopted the sales tax in November 2020 or in May 2021.** Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95.[34] **- or -** **Taxing units that adopted the sales tax before November 2020.** Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	$0
53. 2021 total taxable value. Enter the amount from Line 21 of the *No-New-Revenue Tax Rate Worksheet*.	$37,927,129,057
54. Sales tax adjustment rate. Divide Line 52 by Line 53 and multiply by $100.	$0.000000/$100
55. 2021 NNR tax rate, unadjusted for sales tax.[35] Enter the rate from Line 26 or 27, as applicable, on the *No-New-Revenue Tax Rate Worksheet*.	$0.870490/$100
56. 2021 NNR tax rate, adjusted for sales tax. **Taxing units that adopted the sales tax in November 2020 or in May 2021.** Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November 2020.	$0.870490/$100
57. 2021 voter-approval tax rate, unadjusted for sales tax.[36] Enter the rate from Line 49, Line D49 (disaster), or Line 50 (counties), as applicable, of the *Voter-Approval Tax Rate Worksheet*.	$0.909538/$100
58. 2021 voter-approval tax rate, adjusted for sales tax. Subtract Line 54 from Line 57.	$0.909538/$100

[31]*Reserved for expansion*
[32]Tex. Tax Code Section 26.041(d)
[33]Tex. Tax Code Section 26.041(i)
[34]Tex. Tax Code Section 26.041(d)
[35]Tex. Tax Code Section 26.04(c)
[36]Tex. Tax Code Section 26.04(c)

SECTION 4: Voter-Approval Tax Rate Adjustment for Pollution Control	
A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control. This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.	
Voter-Approval Protection for Pollution Control Worksheet	**Amount/Rate**
59. Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ.[37] The taxing unit shall provide its tax assessor-collector with a copy of the letter.[38]	$0
60. 2021 total taxable value. Enter the amount from Line 21 of the *No-New-Revenue Tax Rate Worksheet*.	$37,927,129,057
61. Additional rate for pollution control. Divide Line 59 by Line 60 and multiply by $100.	$0.000000/$100
62. 2021 voter-approval tax rate, adjusted for pollution control. Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax).	$0.909538/$100

[37]Tex. Tax Code Section 26.045(d)
[38]Tex. Tax Code Section 26.045(i)

SECTION 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate

The unused increment rate is the rate equal to the difference between the adopted tax rate and voter-approval tax rate before the unused increment rate for the prior three years.[39] In a year where a taxing unit adopts a rate by applying any portion of the unused increment rate, the unused increment rate for that year would be zero.

The difference between the adopted tax rate and voter-approval tax rate is considered zero in the following scenarios:

- a tax year before 2020; and[40]
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a);[41] or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval.[42]

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.[43]

Unused Increment Rate Worksheet	Amount/Rate
63. 2020 unused increment rate. Subtract the 2020 actual tax rate and the 2020 unused increment rate from the 2020 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2020, enter zero.	$0.005995
64. 2019 unused increment rate. Subtract the 2019 actual tax rate and the 2019 unused increment rate from the 2019 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2020, enter zero	$0
65. 2018 unused increment rate. Subtract the 2018 actual tax rate and the 2018 unused increment rate from the 2018 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2020, enter zero.	$0.000000
66. 2021 unused increment rate. Add Lines 63, 64 and 65.	$0.005995/$100
67. 2021 voter-approval tax rate, adjusted for unused increment rate.[23] Add Line 66 to one of the following lines (as applicable): Line 49, Line D49(disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax) or Line 62 (taxing units with pollution control).	$0.915533/$100

[39]Tex. Tax Code Section 26.013(a)
[40]Tex. Tax Code Section 26.013(c)
[41]Tex. Tax Code Section 26.063(a)(1)

SECTION 6: De Minimis Rate	
The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise $500,000, and the current debt rate for a taxing unit.[42] This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit.[43]	
De Minimis Rate Worksheet	**Amount/Rate**
68. Adjusted 2021 NNR M&O tax rate. Enter the rate from Line 39 of the *Voter-Approval Tax Rate Worksheet*	$0.602776/$100
69. 2021 total taxable value. Enter the amount on Line 21 of the *No-New-Revenue Tax Rate Worksheet*.	$37,927,129,057
70. Rate necessary to impose $500,000 in taxes. Divide $500,000 by Line 69 and multiply by $100.	$0.001318
71. 2021 debt rate. Enter the rate from Line 48 of the *Voter-Approval Tax Rate Worksheet*.	$0.285665/$100
72. De minimis rate.[23] Add Lines 68, 70 and 71.	$0.000000/$100

[42]Tex. Tax Code Section 26.012(8-a)
[43]Tex. Tax Code Section 26.063(a)(1)
[44]Tex. Tax Code Section 26.04(c)

SECTION 7: Voter-Approval Tax Rate Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.[46]

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year.

NOTE: This section will not apply to any taxing units in 2021. It is added to implement Senate Bill 1438 (87th Regular Session) and does not apply to a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a declared disaster in 2020, as provided for in the recently repealed Tax Code Sections 26.04(c-1) and 26.041(c-1).

In future tax years, this section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago.

In future tax years, this section will also apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Emergency Revenue Rate Worksheet	**Amount/Rate**
73. 2020 adopted tax rate. Enter the rate in Line 4 of the *No-New-Revenue Tax Rate Worksheet.*	N/A
74. Adjusted 2020 voter-approval tax rate. Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. If a disaster occurred in 2020 and the taxing unit calculated its 2020 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2020 worksheet due to a disaster, enter the 2020 voter-approval tax rate as calculated using a multiplier of 1.035 from Line 49. **- or -** **- or -**If a disaster occurred prior to 2020 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2020, complete the separate *Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet* to recalculate the voter-approval tax rate the taxing unit would have calculated in 2020 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the year(s) following the disaster.[48] Enter the final adjusted 2020 voter-approval tax rate from the worksheet. If the taxing unit adopted a tax rate above the 2020 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	N/A
75. Increase in 2020 tax rate due to disaster. Subtract Line 74 from Line 73.	N/A
76. Adjusted 2020 taxable value. Enter the amount in Line 13 of the *No-New-Revenue Tax Rate Worksheet.*	N/A
77. Emergency revenue. Multiply Line 75 by Line 76 and divide by $100.	N/A

78. Adjusted 2021 taxable value. Enter the amount in Line 25 of the *No-New-Revenue Tax Rate Worksheet.*	N/A
79. Emergency revenue rate. Divide Line 77 by Line 78 and multiply by $100. [49]	N/A
80. 2021 voter-approval tax rate, adjusted for emergency revenue. Subtract Line 79 from one of the following lines (as applicable): Line 49, Line D49(disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 67 (taxing units with the unused increment rate).	N/A

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-New-Revenue tax rate
As applicable, enter the 2021 NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax).
Indicate the line number used: 26 — $0.870490/$100

Voter-Approval tax rate
As applicable, enter the 2021 voter-approval tax rate from: Line 49, Line 50 (counties), Line 58 (adjusted for sales tax), Line 62 (adjusted for pollution control), Line 67 (adjusted for unused increment), or Line 80 (adjusted for emergency revenue).
Indicate the line number used: 67 — $0.915533/$100

De minimis rate
If applicable, enter the de minimis rate from Line 70. — $0.000000/$100

SECTION 9: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in Tax Code.[50]

print here Maria O. Pasillas
Printed Name of Taxing Unit Representative

sign here Maria O. Pasillas
Taxing Unit Representative

07/28/2021
Date

FY 2022 Public Hearing on Budget

August 17, 2021

EP TX
CITY OF EL PASO

FY 2022 Budget Calendar

- August 2nd: City Council approves introduction of tax rate (no increase in tax rate for second consecutive year)
- August 17th: Public hearing on the Budget and Mass Transit Budget
- August 24th: In-person City Council meeting:
  - Public hearing on tax rate
  - Adopt budget and tax rate

FY 2022 Budget Focus

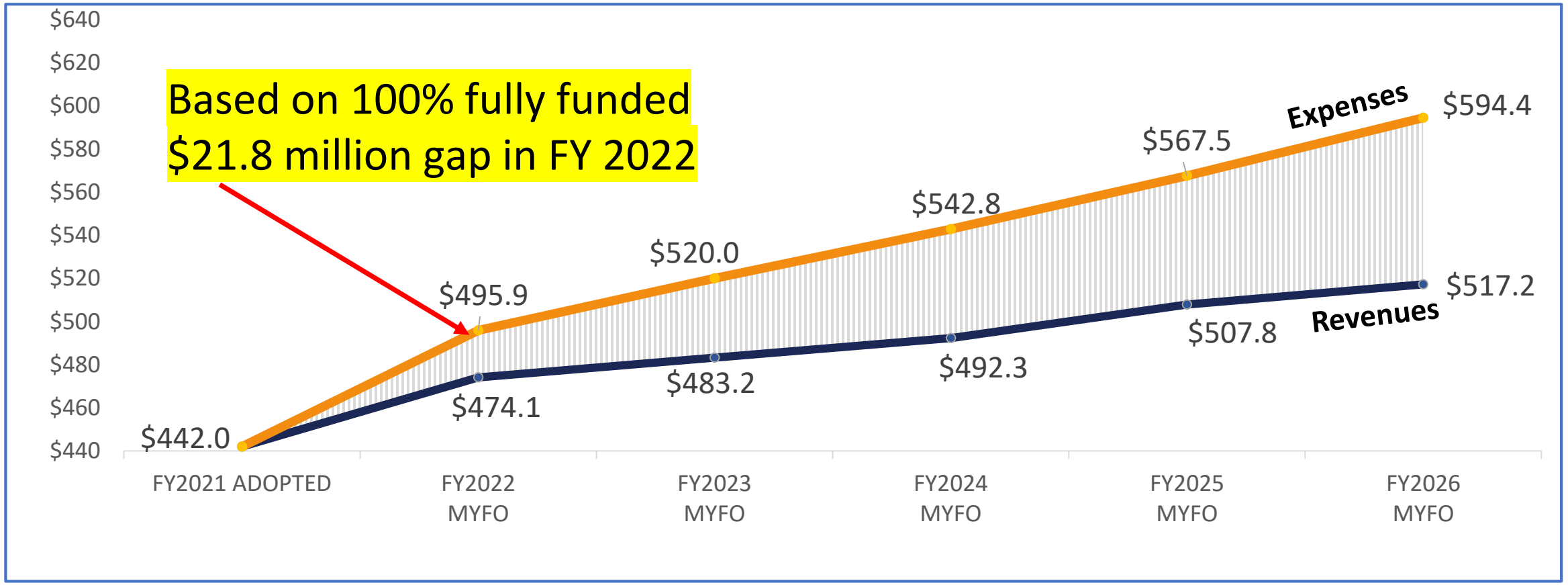
- No property tax rate increase (second consecutive year)
- Lower taxes for seniors and disabled
- Restoring high-priority services impacted by COVID-19

Long-Term Financial Sustainability

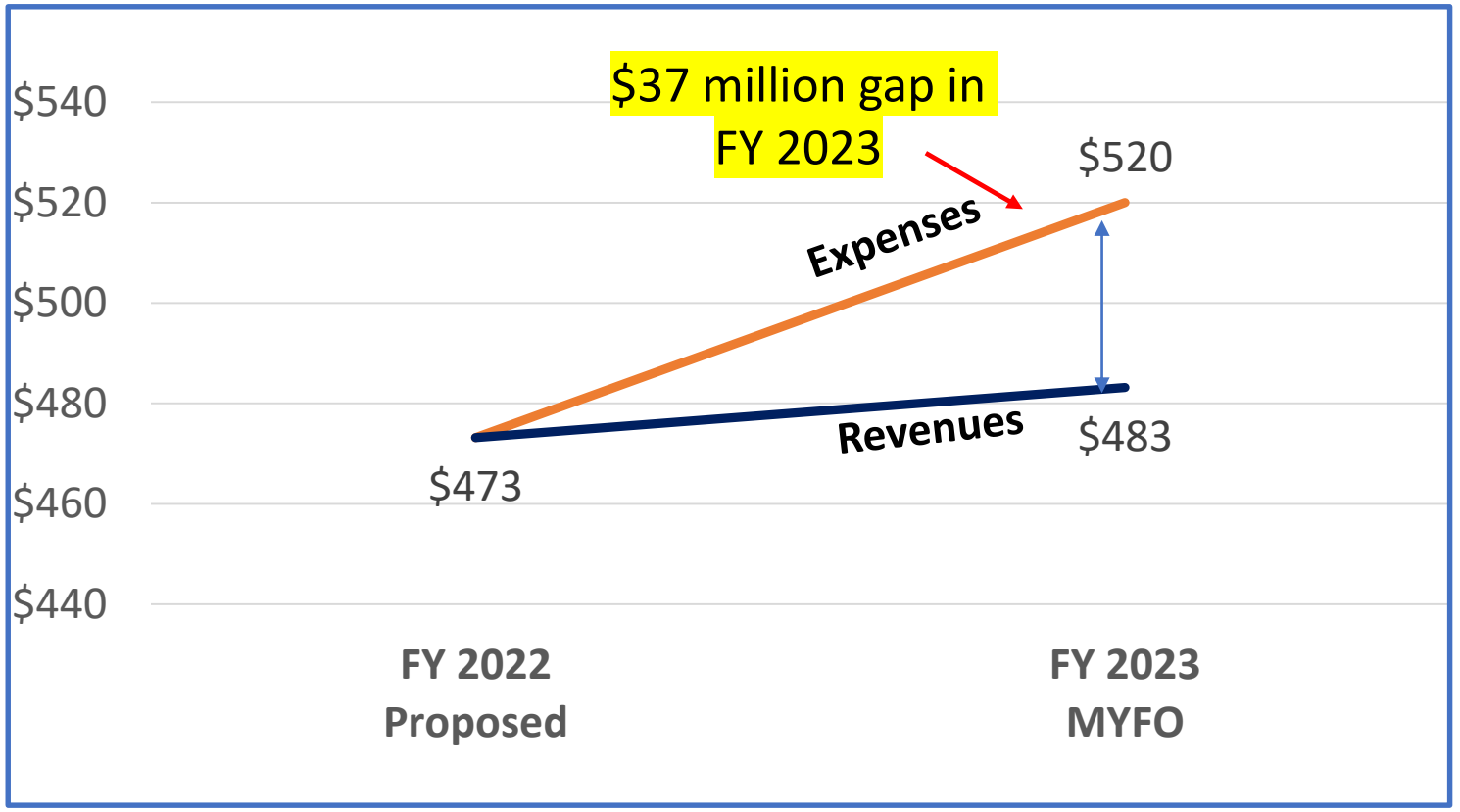
- Strategies to address future projected imbalances (costs rising faster than revenues)
- Increasing fund balance (reserves) and budget stabilization
- Maximizing debt refinancing to generate savings and minimize tax rate impact
- Achieving quality and performance excellence through organizational focus on continuous improvement
- Strategic usage of new Economic Development funding
- Create and implement a plan to address unfunded pension (police, fire, and City employees)

General Fund Five-Year Outlook

Presented February 15, 2021

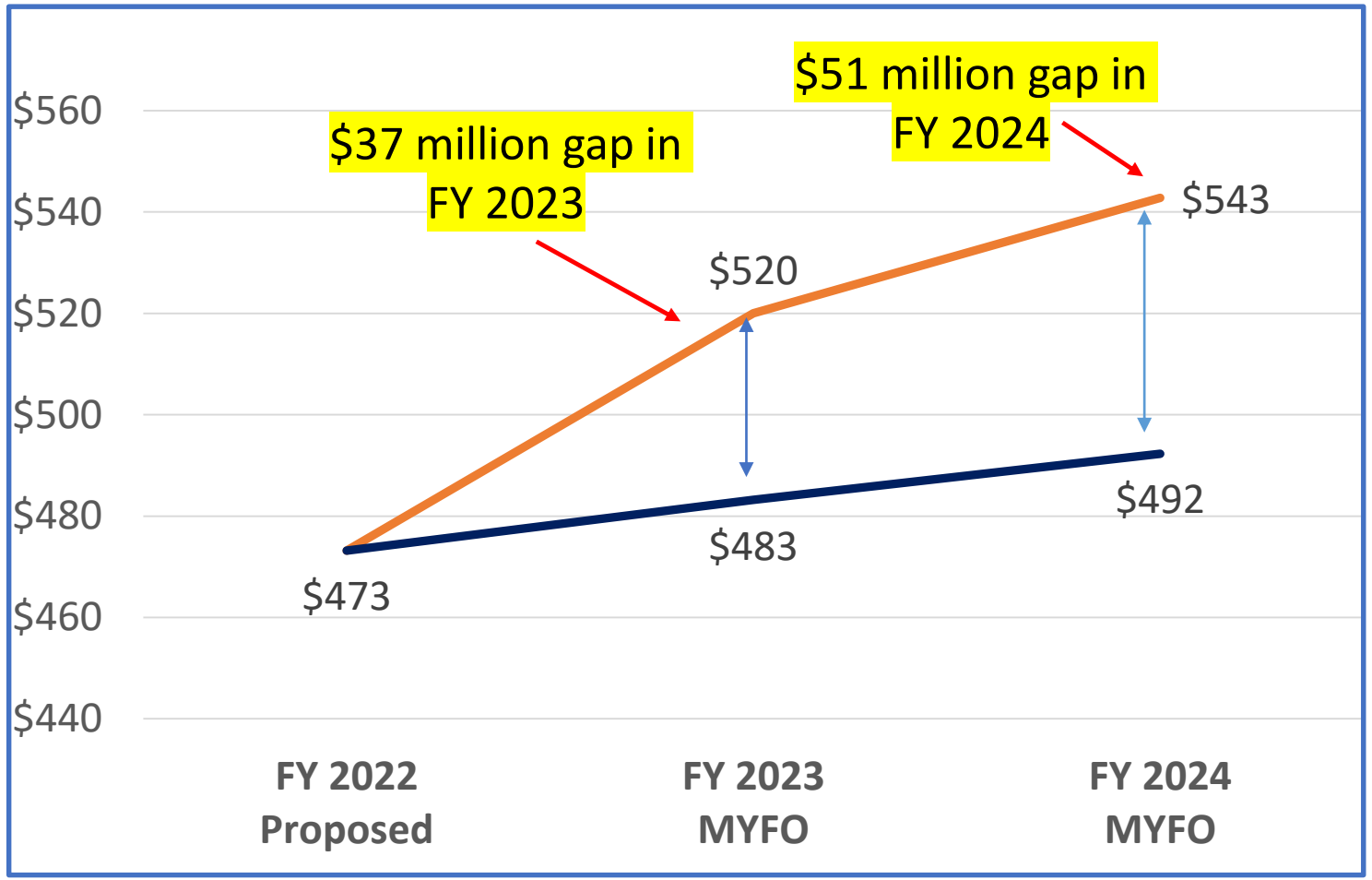


General Fund Five-Year Outlook
Presented February 15, 2021



- Increased costs for more police officers and firefighters – new fire stations and police regional commands
- Public Safety collective bargaining obligations
- Quality of Life Bond Projects

General Fund Five-Year Outlook
Presented February 15, 2021



- Public Safety:
  - Continued operating costs for new fire stations and police regional commands
  - Public Safety collective bargaining obligations
- Increasing operating and contractual costs (i.e. utilities, materials and supplies)

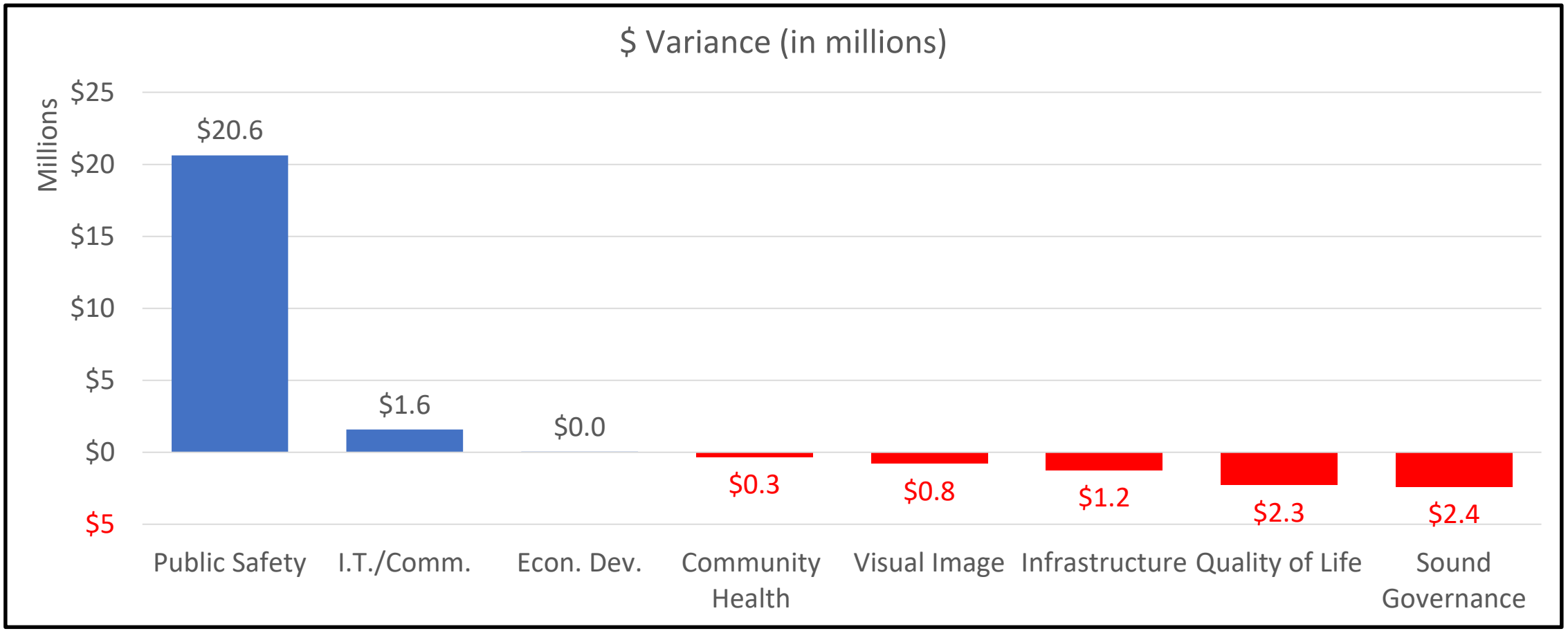
FY 2022 Proposed General Fund

Strategic Goal	FY 2020 (Pre-COVID)	FY 2021 Budget	FY 2022 Prelim. Budget	FY 2021 / FY 2022 $ Variance
Economic Development....	1,914,207	1,826,045.36	1,961,689	135,644
Public Safety.....	269,925,210	277,071,144.59	290,553,847	13,482,702
Visual Image.....	7,725,084	7,343,042.53	6,950,879	(392,163)
Quality of Life.....	55,442,603	42,734,506.25	53,429,275	10,694,768
I.T./Comm.....	19,858,231	18,953,219.40	21,442,986	2,489,767
Sound Governance.....	44,213,129	44,768,428.82	41,569,626	(3,198,803)
Infrastructure.....	50,794,322	41,792,085.23	49,555,175	7,763,090
Community Health	8,072,146	7,496,848.57	7,754,668	257,820
Total	**$457,944,931**	**441,985,320.75**	**$473,218,145**	**$31,232,825**

FY 2022 Proposed General Fund

Strategic Goal	FY 2020 (Pre-COVID)	FY 2021 Budget	FY 2022 Prelim. Budget	FY 2020/ FY 2022 $ Variance
Economic Development....	1,914,207	1,826,045.36	1,961,689	47,482
Public Safety.....	269,925,210	277,071,144.59	290,553,847	20,628,637
Visual Image.....	7,725,084	7,343,042.53	6,950,879	(774,204)
Quality of Life.....	55,442,603	42,734,506.25	53,429,275	(2,013,328)
I.T./Comm.....	19,858,231	18,953,219.40	21,442,986	1,584,755
Sound Governance.....	44,213,129	44,768,428.82	41,569,626	(2,643,503)
Infrastructure.....	50,794,322	41,792,085.23	49,555,175	(1,239,147)
Community Health	8,072,146	7,496,848.57	7,754,668	(317,478)
Total	**$457,944,931**	441,985,320.75	**$473,218,145**	**$15,273,214**

FY 2020 (Pre-COVID) vs FY 2022 Proposed
$15.3 million increase



FY 2022 Budget Highlights – Public Safety

- Collective bargaining impacts for public safety
- Two police academies (only one budgeted in current year)
- Three fire academies (only one budgeted in current year)
- 911 communication staffing – 7 new positions
- $1.2M increase for Crisis Intervention Team
- $7.8M increase for Public Safety capital replacement (set-aside funds)
- $404K increase for data storage for body cameras (City match for potential grants)

FY 2022 Budget Highlights – Streets

- $20M total for street resurfacing projects and pavement condition index study refresh (includes additional $12.2M recently approved)
- $1.8M increase for Vision Zero – traffic intersection safety program
- $500K increase for ADA on-demand request funding
- $250K in Neighborhood Traffic Management Plan funding

FY 2022 Budget Highlights – Quality of Life

- $10.7M increase for Quality of Life services and operating costs for new bond projects
- $1.5M for sports complex facility maintenance
- $500K increase for an automated irrigation pilot project
- $434K for Winterfest

FY 2022 Budget Highlights – Quality of Life

- In current year, 41 facilities have been re-opened (10 new ones will be opened for the first time)
  - 8 Recreation/Community Centers
  - 10 Sprayparks/Splashpads
  - 4 Waterparks
  - 1 Sports Center
  - 7 Pools
  - 7 Libraries
  - 3 Museums
  - Zoo
- Next year, FY 2022 Budget, includes funding to activate 32 more facilities:
  - 8 more Recreation Centers
  - 5 more aquatics facilities
  - 7 Library Branches
  - All Senior Centers
  - El Paso Museum of Archaeology

FY 2022 Budget Highlights – Workforce

- Compensation – minimum 1.5%
- Implementation of internal equity adjustments
- No healthcare cost increase for civilian employees
- Funding Shape-it-Up wellness program – up to $1,800 annually
- Funding Health Savings Account - $500 to $1,000 annually (for Consumer Driven Healthcare Plan participants)

FY 2022 General Fund Budget

FY 2022 Proposed Budget	$473,218,145
Increase to residential street resurfacing and PCI study refresh	$3,012,718
FY 2022 Revised Budget	**$476,230,863**

FY 2022 Budget Calendar

- August 2nd: City Council approves introduction of tax rate (no increase in tax rate for second consecutive year)
- August 17th: Public hearing on the Budget and Mass Transit Budget
- August 24th: In-person City Council meeting:
  - Public hearing on tax rate
  - Adopt budget and tax rate

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

FY 2022 All Funds by Fund Type

	GF	NGF						
BUDGET BY SOURCE OF FUNDS	GENERAL	CDBG	DEBT SERVICE	CAPITAL PROJECTS	SPECIAL REVENUE	ENTERPRISE	INTERNAL SERVICE	ALL FUNDS
Goal 1 - Economic Development	1,961,689	-	-	3,059,145	41,794,150	76,561,452	-	123,376,437
Goal 2 - Public Safety	290,553,847	-	-	7,800,000	15,792,474	-	-	314,146,321
Goal 3 - Visual Image	6,950,879	-	-	-	1,019,567	-	-	7,970,447
Goal 4 - Quality of Life	53,429,275	60,000	-	-	5,825,541	-	-	59,314,815
Goal 5 - Communication	21,442,986	-	-	-	-	-	-	21,442,986
Goal 6 - Sound Governance	41,569,626	60,280	112,288,991	71,789	20,165,468	2,330,540	67,939,133	244,425,828
Goal 7 - Infrastructure	52,567,893	-	-	1,000,000	20,905,793	71,528,151	17,513,610	163,515,447
Goal 8 - Healthy, Sustainable Community	7,754,668	12,302,668	-		24,371,877	88,854,335	-	133,283,549
TOTAL CITY	**$476,230,863**	**$ 12,422,949**	**$112,288,991**	**$ 11,930,934**	**$129,874,870**	**$239,274,478**	**$ 85,452,743**	**$ 1,067,475,828**

File #: 21-890, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

Discussion and action on the Resolution that the City reviewed and approves the issuance of the Unlimited Tax Bonds, Series 2021 by Paseo Del Este Municipal Utility District No. 6 with the acknowledgement that the issuance of such bonds does not constitute debt issuance by the City of El Paso.

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

AGENDA DATE: August 17, 2021

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Robert Cortinas, Chief Financial Officer (915) 212-1067

DISTRICT(S) AFFECTED: All Districts

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

SUBGOAL: 6.5

SUBJECT:

Discussion and action on the resolution that the City reviewed and approves the issuance of the Unlimited Tax Bonds, Series 2021 by Paseo Del Este Municipal Utility District No. 6 with the acknowledgement that the issuance of such bonds does not constitute debt issuance by the City of El Paso.

BACKGROUND / DISCUSSION:
On December 3, 2002 the City Council of the City of El Paso ('City") consented to the creation of Paseo Del Este Municipal Utility Districts Nos. 1 through 9 ("Districts") in the City of El Paso's Extraterritorial Jurisdiction. The City's conditions for the creation of the Districts was that the City is to review and approve the Districts' bonds and notes prior to issuance and may place restrictions on the terms and provisions of each of the District's bonds and notes issued to provide service to the land and conditions on the sale of the District's bonds and notes to the extent such restrictions and conditions do not generally render the bonds and notes of the Districts unmarketable.

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:

_____

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

Revised 04/09/2021

RESOLUTION

WHEREAS, on December 3, 2002 the City Council of the City of El Paso ("City") consented to the creation of Paseo Del Este Municipal Utility Districts Nos. 1 through 9 ("Districts") in the City of El Paso's Extraterritorial Jurisdiction; and

WHEREAS, the City's consent to the creation of the Districts was subject to several conditions; and

WHEREAS, one of the City's conditions for the creation of the Districts was that the City is to review and approve the Districts' bonds and notes prior to issuance and may place restrictions on the terms and provisions of each of the District's bonds and notes issued to provide service to the land and conditions on the sale of the District's bonds and notes to the extent such restrictions and conditions do not generally render the bonds and notes of the Districts unmarketable; and

WHEREAS, Paseo Del Este Municipal Utility District No. Six ("M.U.D. No. 6") requested review and approval of the issuance of the Unlimited Tax Bonds, Series 2021 Bonds Utility by M.U.D. No. 6 (the "Series 2021 Bonds"); and

WHEREAS, the City reviewed the proposed issuance of Series 2021 Bonds by M.U.D. No. 6 and desires to approve the issuance of the bonds.

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

That the City reviewed and approves the issuance of the Unlimited Tax Bonds, Series 2021 Bonds in the estimated amount of $6,950,000, by Paseo Del Este Municipal Utility District No. 6, with the acknowledgement that the issuance of such bonds does not constitute debt issuance by the City of El Paso.

APPROVED this _____ day of _____, 2021.

CITY OF EL PASO:

ATTEST

_____
Oscar Leeser, Mayor

_____
Laura Prine, City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Robert Cortinas,
Chief Financial Officer

19-1063-146 | 1104175
Paseo Del Este MUD No 6 – Series 2021 Bonds
JSG

Contact:

Maria Fernanda Urbina

Managing Director

221 North Kansas
Suite 600
El Paso, TX 79901
Telephone: 915.351.7228
maria.urbina@hilltopsecurities.com

City Summary

Paseo del Este Municipal Utility District No. 6

Introduction

- On December 2, 2002, the City of El Paso approved a resolution consenting to the creation of Paseo Del Este Municipal Utility Districts No. 1-9 in the City of El Paso's Extraterritorial Jurisdiction for the purpose of providing water and wastewater facilities for the land within those Districts.

- Paseo Del Este MUD No. 6, a political subdivision of the State of Texas, is located in El Paso County (the "District No. 6"), was created by division of Paseo del Este Municipal Utility District (the "Original District") pursuant to a division order adopted by the Original District on July 8, 2003, and operates pursuant to Chapter 443, Acts of the Texas Legislature, Regular Session, 1997 (the "Act") and Chapters 49 and 54, Texas Water Code.

- The District No. 6 and nine other districts in the Paseo del Este development in eastern El Paso County known as Paseo del Este MUD Nos. 2, 3, 4, 5, 7, 8, 9, 10, and 11 have entered into a contract with the Master District (MUD No. 1) to coordinate the development of water, wastewater, and drainage facilities to serve the area within all the Paseo del Este Districts.

- The District No. 6 presently contains approximately 365.66 acres of land located in the Southeast portion of El Paso County approximately 15 miles east of the central area of the City of El Paso, Texas. At ultimate development, the District is projected to serve 1,730 Equivalent Single-Family Connections.

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Project Summary

- District No. 6, a political subdivision of the State of Texas, is located in El Paso County.

  - On July 13, 2021, the District No. 6 received approval from the Texas Commission on Environmental Quality (the "TCEQ") for a bond application requesting approval for the issuance of **$6,950,000** in unlimited tax bonds to finance the District's share of costs for the Regional Master Utility District and water, wastewater and drainage facilities within the District No. 6.

  - Bonds will be payable from an annual ad valorem tax, without legal limitation as to rate or amount, levied upon all taxable property within the District No. 6. The Bonds are obligations of the District and are not obligations of the State of Texas, El Paso County, the City of El Paso or any political subdivision or agency other than the District No. 6.

  - The District No. 6 has not previously issued any unlimited tax bonds.

  - As of May 31, 2021, District No. 6 had a total of 594 connections and according to an El Paso Central Appraisal District certificate, has an estimated taxable assessed value of $72,477,459.

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Financing Summary

- District No. 6, a political subdivision of the State of Texas, is located in El Paso County.
  - Expected total annual debt service for the proposed bond of $6,950,000 is approximately $446,000 for the life of the District's debt.
  - The District's Overall Tax Rate should not exceed $0.75/$100 for Tax Year 2021.
  - *Bonds will be payable from an annual ad valorem tax, without legal limitation as to rate or amount, levied upon all taxable property within the District No. 6. The Bonds are obligations of the District and are not obligations of the State of Texas, El Paso County, the City of El Paso or any political subdivision or agency other than the District No. 6.*

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File #: 21-930, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

AGENDA LANGUAGE:

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

Discussion and action that the City Manager be authorized to sign a two year On-Call Agreement for Professional Services to perform mechanical & electrical services on a task order basis by and between the City of El Paso and each of the following three (3) consultants:

1. BATH Group, Inc.
2. EMA Engineering & Consulting
3. Parkhill, Inc.

Each On-Call Agreement will be for an amount not to exceed Four Hundred Thousand and No/00 Dollars ($400,000.00), and each agreement will include authorization for the City Engineer to approve additional Basic Services and Reimbursables for an amount not to exceed Fifty Thousand and No/100 Dollars ($50,000.00) and authorization for the City Engineer to approve Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars ($50,000.00) if the identified services are necessary for proper execution of identified project and if the increased amounts are within the appropriate budget identified for a project. In addition, the City Manager, or designee, is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of each On-Call Agreement.

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

AGENDA DATE: August 17, 2021
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Sam Rodriguez, P.E., City Engineer
(915) 212-1808

DISTRICT(S) AFFECTED: All

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

SUBGOAL: N/A

SUBJECT:
That the City Manager be authorized to sign a two year On-Call Agreement for Professional Services to perform mechanical & electrical services on a task order basis by and between the City of El Paso and each of the following three (3) consultants:

1. BATH Group, Inc.
2. EMA Engineering & Consulting
3. Parkhill, Inc.

Each On-Call Agreement will be for an amount not to exceed Four Hundred Thousand and No/00 Dollars ($400,000.00), and each agreement will include authorization for the City Engineer to approve additional Basic Services and Reimbursables for an amount not to exceed Fifty Thousand and No/100 Dollars ($50,000.00) and authorization for the City Engineer to approve Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars ($50,000.00) if the identified services are necessary for proper execution of identified project and if the increased amounts are within the appropriate budget identified for a project. In addition, the City Manager, or designee, is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of each On-Call Agreement.

BACKGROUND / DISCUSSION:
The On Call Agreement for professional services to perform mechanical and electrical engineering services assists the Capital Improvement Department as well as User Departments to expedite and complete tasks for projects. City Council approved the previous two year On Call Agreement for mechanical and electrical engineering on August 6, 2019. This new agreement will be for a two-year term for an amount not to exceed $400,000.00, with an option to increase contract capacity up to $100,000.00 granted to the City Engineer.

PRIOR COUNCIL ACTION:
August 6, 2019 – City Council approved a two-year on call agreement for professional services to perform mechanical and electrical engineering services on a task-by-task basis.

AMOUNT AND SOURCE OF FUNDING:
Capital Plans, bond programs

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _x__ YES ___NO

PRIMARY DEPARTMENT: Capital Improvement Department
SECONDARY DEPARTMENT: N/A

Revised 04/09/2021

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

DEPARTMENT HEAD: Jerry DeMuro/for

Sam Rodriguez, P.E., City Engineer

Revised 04/09/2021

RESOLUTION

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

That the City Manager be authorized to sign a two year On-Call Agreement for Professional Services to perform mechanical & electrical services on a task order basis by and between the City of El Paso and each of the following three (3) consultants:

1. BATH Group, Inc.
2. EMA Engineering & Consulting
3. Parkhill, Inc.

Each On-Call Agreement will be for an amount not to exceed Four Hundred Thousand and No/00 Dollars ($400,000.00), and each agreement will include authorization for the City Engineer to approve additional Basic Services and Reimbursables for an amount not to exceed Fifty Thousand and No/100 Dollars ($50,000.00) and authorization for the City Engineer to approve Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars ($50,000.00) if the identified services are necessary for proper execution of identified project and if the increased amounts are within the appropriate budget identified for a project. In addition, the City Manager, or designee, is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of each On-Call Agreement.

APPROVED THIS _____ DAY OF _____ 2021.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura Prine
City Clerk

APPROVED AS TO FORM:

_____
Omar A. De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:

Jerry DeMuro/for
_____
Sam Rodriguez, City Engineer
Capital Improvement Department

CITY OF EL PASO
CAPITAL IMPROVEMENT DEPARTMENT
218 N. CAMPBELL, 2ND FLOOR
EL PASO, TEXAS 79901

EVALUATION COMMITTEE SCORE SUMMARY

SOLICITATION# 2021-1345R
ON CALL PROFESSIONAL SERVICES - MECHANICAL & ELECTRICAL ENGINEERING

	AEG	ALEGRO ENGINEERING	BATH ENGINEERING	CARDINA ENGINEERING	EMA ENGINEERING	EMC ENGINEERS	PARKHILL
Rater #1	70	74	91	78	86	53	96
Rater #2	61	69	72	72	66	55	74
Rater #3	73	68	73	69	75	54	78
Total Score	**204**	**211**	**236**	**219**	**227**	**162**	**248**

THE STATE OF TEXAS	**)**	**ON-CALL**
	)	**AGREEMENT FOR**
COUNTY OF EL PASO	**)**	**PROFESSIONAL SERVICES**

This Agreement is made this **___ day of _____, 2021** by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the **"Owner"**, and **BATH GROUP, INC.,** a Texas Corporation, hereinafter referred to as the **"Consultant"**.

WHEREAS, the Owner intends to engage the Consultant to perform professional civil engineering services on a task by task basis through the use of task orders referencing this Agreement, the scope of which is further described in **Attachment "A"**; and

WHEREAS, the Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner's selection procedure, in accordance with all applicable state and local laws and ordinances;

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

ARTICLE I
ATTACHMENTS

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment "A"	Scope of Services and Project Budget
Attachment "B"	Consultant's Fee Proposal and Hourly Rates
Attachment "C"	Consultant's Basic and Additional Services
Attachment "D"	Payment and Deliverable Schedules
Attachment "E"	Insurance Certificate
Attachment "F"	Federal Aviation Administration contract provisions for Airport Improvement Program Projects

ARTICLE II
PROJECT

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform on-call professional services on a Task Order basis. Each individual Task Order will identify the Project and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in **Attachment "A".**

2.2 For each Project, the Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

2.3 The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.

2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.

2.5 The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working days time period.

ARTICLE III
CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **Four Hundred Thousand AND NO/00 DOLLARS ($400,000.00)** for all basic services and reimbursables performed pursuant to this Agreement.

No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of this Agreement.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00),** if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects.

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00),** if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding **FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00)** must have prior approval by City Council through written amendment to this Agreement.
The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for each Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment "B".**

Payments to the Consultant shall be made pursuant to **Attachment "D"**.

3.2 CONSULTANT'S SERVICES. The Basic Services and Additional Services, if any, to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C".**

3.3 CONSULTANT'S INVOICES. For each Project, the Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to the schedule established in **Attachment "D"**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety (90) days of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total Project budget, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of each phase. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

3.3.2 The Owner agrees to pay invoices for all services performed as soon as reasonably possible, but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant's fee proposal, except by written amendment to this Agreement, executed by both parties.

3.4 PROJECT CONSTRUCTION BUDGET. The Consultant acknowledges that the construction budget and a construction time for each Project will be identified in each Task Order.

3.5 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

ARTICLE IV
PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The term of this Agreement shall be for a period not to exceed **two (2) years** from the date first shown above. The services called for by each Task Order shall begin upon the issuance of a Notice to Proceed from the City Engineer and shall continue through the completion of the construction of the Project, including any required extensions beyond the contract time for construction of the Project, as may be directed by the Owner.

4.2 SUSPENSION. Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of

construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant's services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

4.3 TERMINATION. This Agreement may be terminated as provided herein.

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.3.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

4.3.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

ARTICLE V
INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS' COMPENSATION INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Consultant's employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

> "The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured."

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

a) **COMMERCIAL GENERAL LIABILITY**
$1,000,000.00 Per Occurrence
$2,000,000.00 General Aggregate
$2,000,000.00 Products/Completed Operations Aggregate
$1,000,000.00 Personal and Advertising Injury

Personal Injury or Death & Property Damage
$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

General Aggregate
$1,000,000.00
$1,000,000.00 per occurrence

b) **AUTOMOBILE LIABILITY**
Combined Single Limit
$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS ($1,000,000.00) on a claims made basis.

5.1.4 OWNER AS ADDITIONAL INSURED. The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Contract.

5.1.5 PROOF OF INSURANCE. The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this agreement.

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

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

5.2 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents consultants, and employees from and against any claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. The Consultant shall not be responsible for any acts of any of the City's Independent Project Managers.

To the extent allowed by state law, the Owner will be responsible for its own actions.

5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS. Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or

satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed $250,000.00 per person or $500,000.00 per incident with property damage liability limited to $100,000.00 per incident.

ARTICLE VI
FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, as further described in Attachment "F".

--The Texas Department of Transportation through an Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

6.1.1 CONTRACT ASSURANCE. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out

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

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

6.2 TERMINATION FOR CANCELLATION OF GRANT. Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.

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

(1) **Compliance with Regulations**: Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination**: Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment**: In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) **Information and Reports**: Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance**: In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
b. Cancellation, termination or suspension of the contract in whole or in part.

(6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE VII
GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is consistent with professional skill and care, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment "D"**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will

complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment "D"**.

7.2 OPINION OF PROBABLE COST. As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant's final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant's most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project's scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

7.3 CONSULTANT'S QUALITY OF WORK. The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment "D"** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications

and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner shall have the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant's records subject to audit shall include but not be limited to records which, in the Owner's discretion, have a bearing on matters of interest to the Owner in connection with the Consultant's work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant's records have been generated from computerized data, Consultant agrees to provide Owner's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to this Project, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times and places.

7.6 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

7.7 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

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

7.9 CAPTIONS. The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

7.10 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

7.11 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the Owner:	The City of El Paso Attn: City Manager P.O. Box 1890 El Paso, Texas 79950-1890
With a Copy to:	The City of El Paso Attn: City Engineer P.O. Box 1890 El Paso, Texas 79950-1890
To the Consultant:	BATH Group, Inc. Attn: Javier Garcia 4110 Rio Bravo St. El Paso, Texas 79902

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

7.12 CONFLICTING PROVISIONS. Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

7.13 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

(Signatures on following page)

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Tomás González
City Manager

APPROVED AS TO FORM:

Omar A. De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:

Jerry DeMuro/for
Samuel Rodriguez, P.E., City Engineer
Capital Improvement Department

(Acknowledgment)

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

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

Notary Public, State of Texas

My commission expires:

_____

(Signatures continue on following page)

CONSULTANT:
BATH GROUP, INC.

_____

By: Javier Garcia
Title: Principal

(Acknowledgment)

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2021, by Javier Garcia, as Principal of BATH Group, Inc**.**

_____

Notary Public, State of Texas

My commission expires:

_____

ATTACHMENT A
SCOPE OF WORK

The contracts will be used for miscellaneous assignments on an on call basis. Services include but are not limited to the following:

- Project planning and definition
- Feasibility Studies and Life Cycle Cost Analysis
- Design development
- Project scheduling
- Permitting support
- Preparation of drawings and specifications (60%, 90% and final)
- Cost estimates (60%, 90% and final)
- Bidding support
- Responding to bidder questions
- Attending pre-bid and bid opening meetings
- Construction support and closeout
- Construction inspection and consultation
- Contractor submittal review
- Contractor change order proposal review and independent estimate
- Record drawing production from contractor provided redlines

Other services may include, but are not limited to, the following:

- Construction management of small projects
- Constructability reviews
- Peer design reviews
- Field/site investigations
- Commissioning
- System evaluation and analysis
- Attend meetings as requested by the City

DELIVERABLES

Potential deliverables generally include, but are not limited to, the following:

- Studies, reports and recommendations
- Project progress reports
- Permit packages and support documentation
- Project cost estimates, schedules, drawings and specifications
- Bidding documents, addenda and bidder evaluation
- Meeting minutes
- Construction estimates
- Field Inspection Reports
- All other deliverables as described on individual task orders

The following provides a general description of services, standards, and products required:

- The firms shall perform studies and produce reports to include investigations, drawings, sketches, and cost estimates. Reports shall include description of alternatives considered, estimates of construction costs, conclusions and recommendations. This task includes feasibility studies, design analysis, and other studies as requested.
- Preparation of plans, specifications and cost estimates for electrical and mechanical design.
- Constructability, ability to bid, operability reviews, peer review, and value engineering. The review will cover such items as detail and cut omissions, and inconsistencies between plans and specifications, vague or ambiguous notes and references and lack of coordination between the drawings of all disciplines involve in the project.
- Full time project representative, as requested by the City. The firms shall designate and assign a project representative on an as-needed basis, subject to the approval of the City, who will serve as the point of contact during the on-site observation and inspection of the construction work in progress and to ascertain that the work is properly executed in conformance with the drawings and specifications.
- Review of shop drawings, materials, fixtures and equipment. The firms shall review shop drawings and materials submittals and make recommendations for approval or disapproval. Final approval shall be by the City.
- Meetings and conferences. Periodic meetings shall be held whenever requested by the City for discussion of questions and problems relating to the work being performed by the firm. The firms shall be required to attend and participate in all design conferences pertinent to the work being performed.
- The firms shall appoint a project coordinator or manager to serve as a single point of contact and liaison between the firm and the City for all work required under this agreement. The project coordinator or manager will be responsible for the complete coordination of all work developed under each assignment. All work will be accomplished with adequate internal controls and review procedures to eliminate conflicts, errors and omissions, and to ensure the technical accuracy of all design information.
- Other electrical and mechanical engineering functions as may be required by the City including but not limited to commissioning, troubleshooting malfunctioning systems, energy/resource conservation, alternative energy feasibility studies, and life cycle cost analysis.
- Provide monthly status reports on each project. Report will include project progression, projection completion percentage, invoices billed and paid.

ATTACHMENT "B"
CONSULTANT'S FEE PROPOSAL AND HOURLY RATES

Date Printed: 8/6/2021

Bath Group, Inc.

Billing Rate Schedule

Last Name	First Name	Classification	Billing Rate
Garcia	Javier	Principal	$232.69
Rothstein	Phillip	Principal	$232.69
Stark	William	Principal	$232.69
Alschuler	Steve	Principal/Cx Manager	$232.69
Moses	Neal	Sr. Substation Engineer	$203.28
Castrejón	Jose Luis	Sr. Electrical Engineer, P.E.	$195.16
Mende	Brian	Sr. Mechanical Engineer, P.E.	$190.16
Luna	Fernando	Sr. Mechanical Engineer, P.E.	$187.67
Johnson	Arthur	Sr. Mechanical Engineer, P.E.	$180.17
Cash	David	Sr. Electrical Engineer, P.E.	$177.61
Kelly	Brian	Sr. Mechanical Engineer, P.E.	$170.49
Gian	Michael	Sr. Mechnical Engineer	$165.90
Tabb	Jeffrey	Sr. Mechanical Engineer VIII	$165.15
Boudreaux	Ronald	Electrical Engineer VIII	$160.78
Hillegeist	James	Sr. Controls Specialist	$157.38
Martinez	Joe	Electrical Engineer P.E.	$154.44
Saldivar	Enrique	Electrical Engineer III	$138.89
Essenberg	George	Cx Technician	$134.27
Smith	Judson	ElectricalEngineer I	$134.27
Zarzosa	Arturo	Res. Proj. Rep (RPR)	$121.78
Valdez	Gilbert	Designer III	$115.54
Canabillas	Cuitlahuac	Engineer II	$109.29
Apodaca	Christine	Admin Ass't I	$104.61
Rudacil	Brian	Mechanical Engineer III	$97.74
Rogers	Conner	Cx Engineer	$90.09
Solis	Manuel	Designer II	$87.43
Zubia	Scarlette	Electrical Engineer I	$75.07
Gamez	Sergio	Electrical Engineer I	$75.07
Rios	Roy	Designer II	$74.94
Perez	Tristan	Mechanical Engineer I	$63.08
Camp	John	Electrical Engineer Intern	$48.40
Knott	Brandon	Cx Intern	$46.84
Torres	Elias	CAD Technician	$37.47
Villegas	Isaiah	CAD Technician	$37.47

Note: Rates includes employee base pay plus OH multiplier of 1.8387 and profit not exceeding 10%

Terms:

1. Bath Group, Inc. operates under the assumed names Bath Engineering Corporation and Bath Commissioning Corporation. Its corporate offices are at located at 4110 Rio Bravo, Suite 102, El Paso, Texas 79902.

2. Registration numbers:
   - Federal Tax Identification Number: 74-2818105.

3. The above billing rates are burdened; that is, they include labor-related taxes and insurances, fringe benefits, overhead, and profit. Bath reserves the right to increase the rates after giving thirty days written notice; however, such modifications shall not result in increases in excess of the increase in the annual Consumer Price Index for the South Region for urban consumers (CPI-U) as published by the U.S. Department of Labor Bureau of Labor Statistics. The rates above do not include gross receipts, sales, use, or other such taxes.

4. Overtime hours are billed at the above rates plus fifty percent. Overtime is defined as work in excess of nine hours per day Monday through Thursday and 4 hours on Friday, in excess of forty hours per week, on weekends, and on holidays.

5. Time charges for driving to the client's site begin when Bath's employee leaves Bath's office and end when he returns to Bath's office.

6. Reimbursable expenses (including by way of example but not limitation: air travel, car rental, lodging, long distance, reproduction, special insurance, procured materials and equipment, leased equipment, freight and delivery service, international bridge fees and postage) are billed at Bath's cost plus ten percent. Subcontractors and subconsultants are billed at Bath's cost plus ten percent. Automobile travel in company or employee owned vehicles is charged at Bath's standard mileage rate then in effect (may not equal the IRS rate). Billing rates for special software, computers, etc. will be determined on a case-by-case basis.

7. Bath's total liability on any claim, whether in contract, tort (including negligence of any degree), or otherwise arising out of, connected with, or resulting from Bath's work shall not exceed the lesser of ten thousand dollars or ten percent of the fee which Bath actually receives for that portion of the work which gives rise to the claim. Should the client find the aforesaid limitation unacceptable, an equitable fee adjustment to absorb Bath's increased risk can be negotiated before work commences. Notwithstanding the foregoing, Bath's client shall hold it harmless from all claims related to asbestos and hazardous waste.

8. Bath shall indemnify and hold its client harmless from and against any claim asserted by any person or entity (other than an officer, director, employee or agent of the client) arising solely out of Bath's negligent acts, errors or omissions, subject to the limitations and exclusions contained in the preceding paragraph. The client shall indemnify and hold Bath harmless from and against any claim asserted by any person or entity arising in whole or in part out of the client's negligent acts, errors or omissions.

9. Bath will not be responsible for the client's, construction contractors' and/or owner's means, methods, techniques, sequences or procedures of construction, or safety precautions and programs incident thereto.

10. Copies of Bath's certificate of insurance will be provided upon request.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

Each individual Task Order will identify the **"Project"**, and the Consultant shall provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.

2. The Consultant shall comply with the City of El Paso Engineering and Construction Management Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under the design phases of this Agreement.

3. The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.

4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with a project within the allocated budget. The Owner's review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

REPORT PHASE

1. Upon receipt of the Owner's written authorization to proceed with the **Report Phase**, the Consultant shall:

a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.

b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.

c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

d. Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant's recommendations.

e. As per Attachment "D", furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.

2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.

3. As identified in the Scope of Work in Attachment "A", the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

PHASE I - PRELIMINARY DESIGN PHASE

Upon receipt of the Owner's written authorization to proceed with the **Preliminary Design Phase**, the Consultant shall do the following separately for each construction contract:

1. Consult with the Owner to determine the Owner's requirements for the Project.

2. Provide at the Consultant's sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the

Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior, Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.

4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.

5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner's representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.

7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.

8. Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.

9. As per **Attachment "D"**, furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

PHASE II - PRE-FINAL DESIGN PHASE

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

Upon receipt of the Owner's written authorization to proceed with the Pre-Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant's assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities. The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.

2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the **"Drawings,"** to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called **"Specifications."** These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.

3. Advise the Owner of any adjustment to the Consultant's previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant's cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor's method of pricing and that the Consultant's opinion of probable construction costs are made on the basis of professional judgment and experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.

4. Prepare proposal forms.

5. As per **Attachment "D"**, furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not

approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

PHASE III - FINAL DESIGN PHASE

Upon receipt of the Owner's written authorization to proceed with the Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.

2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility Consultant comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.

3. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.

4. **As per Attachment "D"**, furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.

5. **As per Attachment "D"**, furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.

6. Additional copies of the drawings and specifications beyond those identified in **Attachment "D"**, required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

BIDDING PHASE

Upon receipt of Owner's written request, the Consultant shall provide any of the following services during the Bidding Phase:

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.

2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.

3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.

4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval authority over the Drawings and Specifications. As per Attachment "D", deliver copies of all addenda to the Owner for appropriate action.

5. As identified in Attachment "A", assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.

6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

CONSTRUCTION PHASE

At Owner's request, the Consultant shall provide any of the following services associated with the Construction Phase:

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.

2. Advise and consult with the Owner and act as the Owner's representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner's standard general conditions for construction projects, with

such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.

3. Unless otherwise stipulated in Attachment "A", Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.

4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant's efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

Nothing in this Agreement shall be construed as requiring the Consultant to assume responsibility for or to guarantee the complete adherence of the construction contractor to the Drawings and Specifications and the construction contract documents.

5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within ten City working days following receipt of submittal documents.** The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.

6. Issue the Owner's instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner's approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner's representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract

documents, subject to the Owner's interpretation of such terms and conditions. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.

7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.

8. Conduct with the Owner and construction contractor no more **than two brief preliminary inspections**, at times requested by the construction contractor to determine if the Project is ready for final inspection.

9. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA inspector or State certified ADA consultant, and the construction contractor, a final inspection of the Project and prepare and publish a "punch list" of minor deficiencies to be corrected prior to final payment to the construction contractor. The **"punch list"** shall be furnished to the construction contractor and the Owner within **two City working days** after the final inspection.

10. Issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.

11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.

12. Furnish the Owner one set of reproducible **(D format)** "record" drawings **on Mylar** showing changes made during the construction process, based on the marked-up prints,

drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format.

13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.

14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner's request, have recommendations implemented by the construction contractor.

15. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

16. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.

17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.

18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.

19. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.

20. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.

21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.

22. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.

23. Provide additional or extended services during construction made necessary by: **a)** work damaged by fire or other cause during construction; **b)** prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; **c)** Acceleration of the work schedule involving services beyond normal city working hours; or **d)** the

construction contractor's default under the construction contract due to delinquency or insolvency.

24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.

25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

If authorized in writing by the Owner, through written amendment, the Consultant shall perform or obtain Additional Services noted below, which are not covered within the Agreement. No claim for Additional Services or cost shall be allowed unless the same was done pursuant to a written authorization dated prior to the Additional Services or cost and which was authorized pursuant to the policies and procedures of the Owner (i.e., passage by City Council). The Owner shall pay for such Additional Services as indicated in the Agreement.

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.

2. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner's scope or budget, except where the Consultant's preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant's final design cost opinions by **ten percent** or more.

3. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.

4. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.

5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

RESIDENT PROJECT SERVICES

1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Consultant in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.

2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the City Engineer before such services begin.

3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

Fixed fee Payment to Consultant

Report Phase	**To be determined by Task Order**
Preliminary Design Phase	**To be determined by Task Order**
Pre-Final Design Phase	**To be determined by Task Order**
Final Design Phase	**To be determined by Task Order**
Bidding Phase	**To be determined by Task Order**
Construction Phase	**To be determined by Task Order**

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant's proposal found in **Attachment "B"**. The time shown in **Attachment "B"** is an estimate. Should the services rendered during the bidding and construction phases exceed the estimated amount, written authorization will be required prior to rendering services. Written authorization shall be only by contract amendment in accordance with the contract provisions. For contracts with a total value less than Fifty Thousand and No/100 Dollars ($50,000), the parties agree that at no time may the amount of the compensation under this contract exceed Fifty Thousand and No/100 Dollars ($50,000) except by execution of an amendment to this Agreement.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant's detailed Invoice and a Consulting Summary and Progress Report and the Owner's written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/Consultant location.

Reimbursable Costs: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Receipts: Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. ***Tips and alcohol are not reimbursable.***

No single invoice may include items for both August and September of any given year. The Owner's fiscal year begins on September 1st of each year and ends on August 31st of each year. Consultant's invoices must be separated into items that end August 31st and those that begin on Septembers 1st of any given year, to coincide with Owner's fiscal year.

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the City. A log is preferred showing the date, person's name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

Personal Automobile Mileage: Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. Movie costs for "Pay for View" or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

DELIVERABLE SCHEDULE

REPORT PHASE
The services called for in the Report Phase of this Agreement shall be completed and **5 copies** of the Preliminary Study and Report shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE I—PRELIMINARY DESIGN PHASE
The services called for in **Phase I** of this Agreement shall be completed and **10 copies** of any required documents and opinion of probable construction costs shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. If Owner does not approve the preliminary design documents, the Consultant shall furnish **five copies** of the resubmitted design documents.

PHASE II—PRE-FINAL DESIGN PHASE
The services called for in **Phase II** of this Agreement shall be completed and **10 copies** the required documents and services shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE III—FINAL DESIGN PHASE
The services called for in **Phase III** of this Agreement shall be completed and **10 copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **3 copies** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **10 copies** of the final design documents and specifications for bidding to the Owner within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment "C" and submit **1 copy** of all addenda to the Owner for appropriate action within **2 consecutive calendar days.**

PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment "C" and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within sixty days from the date of substantial completion.

ATTACHMENT "E"

BATHG-1

OP ID: TS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/26/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Higginbotham Insurance Agency P. O. Box 1066 Corpus Christi, TX 78403-1066 Jason Gilbert 361-882-6543	CONTACT NAME: Marty Reyes PHONE (A/C, No, Ext): 361-882-6543 FAX (A/C, No): 361-654-2008 E-MAIL ADDRESS: mreyes@bordenins.com
INSURED Bath Group, Inc dba: Bath Engineering Corp & Bath Commissioning Corp 5656 S. Staples Suite 110 Corpus Christi, TX 78411	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Tri-State Ins Co of Minnesota INSURER B : Acadia Insurance Company INSURER C : Continental Western Ins Co INSURER D : Texas Mutual Insurance Co. — 22945 INSURER E : Argonaut Insurance Company — 19801 INSURER F : Endurance American Specialty — 41718

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			ADV477376813	04/01/2021	04/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			CAA477641513	04/01/2021	04/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			CUA477667513	04/01/2021	04/01/2022	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
D E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0002012516 WC928378654894	04/01/2021 04/01/2021	04/01/2022 04/01/2022	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
F	Professional Liab			ANE6112100	04/01/2021	04/10/2022	Per Claim Aggregate	2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: On Call Professional Services - Mechanical & Electrical Engineering

CERTIFICATE HOLDER

City of El Paso
218 N Campbell
El Paso, TX 79901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

INSURED: Bath Group, Inc.

The General Liability policy includes blanket automatic Additional Insured endorsements that provide additional insured status to the certificate holder when there is a written contract between the insured and certificate holder that requires such per form (Plus+ General Liability Enhancement Endorsement CLCG0492 10/18*).

All policies include primary & non-contributory provision only when there is a written contract between the insured and certificate holder that requires such as per form Endorsement CLCG0114 09/16)

The General Liability policy includes a blanket automatic Waiver of Subrogation Endorsement that provides waiver of subrogation in favor of the Certificate Holder only whern there is a written contract between the insured and certificate holder as per form (Plus+ General Liability Enhancement Endorsement CLCG0492 10/18*).

INSURED: Bath Group, Inc.

The Business Auto policy includes a blanket automatic Additional Insured Endorsement that provides additional insured status to the certificate holder that requires such status as per form (Plus+ Commercial Auto Enhancement Endorsement CLCA2014 10/13*)

The Business Auto policy includes a blanket automatic Waiver of Subrogation Endorsement that provides a waiver of subrogation in favor of the certificate holder only when there is a written contract between the insured and certificate holder as per form (Plus+ Commercial Auto Enhancement CLCA2014 10/13*).

The Workers Compensation and Employers Liability policy includes a blanket automatic Waiver of Subrogation Endorsement that provides a waiver of subrogation in favor of the certificate holder only when there is written contract betweent the insured and certificate holder as per form (WC420304A 01/00*).

INSURED: Bath Group, Inc.
Workers Compensation policy includes Alternate Employer Endorsement where required.

The Umbrella Liability policy follows form and includes Additional Insured and Waiver of Subrogation Endorsements issued by any policy of "underlying insurance". [Commercial Liability Umbrella Coverage Form]

Scheduled "underlying insurance" of the Umbrella Liability policy includes:
General Liability:ADV477376813
Automobile Liability:CAA477641513
Employers Liability:0002012516 & WC928378654894
***Forms/Endorsements available upon request.**

30 Day Notice of Cancellation applies to General Liability, Automobile and Umbrella policies.

ATTACHMENT "F"

FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

In this Attachment "F", the term "Contractor" shall refer to the "Consultant", and the term "Airport Sponsor" shall refer to the "City".

If there are any conflicts between the terms and conditions of Attachment "F" and Article VI of the Agreement, the terms and conditions of Attachment "F" will prevail.

A. GENERAL REQUIREMENT FOR CONTRACT

1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;

2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;

3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and

4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

B. FAILURE TO COMPLY

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,

2. Terminate the contract,

3. Seek suspension/debarment, or

4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

C. CONTRACT PROVISIONS

1. ACCESS TO RECORDS AND REPORTS (all AIP-funded projects)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized

representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after the final payment is made and all pending matters are closed.

2. <u>BREACH OF CONTRACT TERMS</u> (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at $100,000.)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. <u>BUY AMERICAN PREFERENCES</u> (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

*****

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:

a. Only installing steel and manufactured products produced in the United States; or

b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.

2. To faithfully comply with providing US domestic products

3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.

2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To furnish US domestic product for any waiver request that the FAA rejects.

5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "facility". The required documentation for a type 3 waiver is:

a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
c. Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

a. Detailed cost information for total project using US domestic product
b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

a. Only installing steel and manufactured products produced in the United States, or;

b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;

c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.

2. To faithfully comply with providing US domestic product

3. To furnish US domestic product for any waiver request that the FAA rejects

4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.

2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
c. Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

a. Detailed cost information for total project using US domestic product
b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

4. GENERAL CIVIL RIGHTS PROVISIONS (all contracts)

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

5. CIVIL RIGHTS-TITLE IV COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS (all AIP funded projects)

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities,** as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

   a. Withholding payments to the contractor under the contract until the contractor complies; and/or

   b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontractor or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

6. <u>CLEAN AIR AND WATER POLLUTION CONTROL</u> (all contracts that exceed $100,000)

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

4. To include or cause to be included in any construction contract or subcontract which exceeds $100,000 the aforementioned criteria and requirements.

7. <u>CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS</u> (all contracts that exceed $100,000)

1. Overtime Requirements.

   No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

   In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of $10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

8. CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR) (all contracts that exceed $25,000)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

9. DISADVANTAGED BUSINESS ENTERPRISES (all AIP-funded projects)

Contract Assurance (49 CFR § 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (49 CFR §26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame

may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

10. <u>FEDERAL FAIR LABOR STANDARDS ACT</u> (FEDERAL MINIMUM WAGE) (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	**Federal Agency with Enforcement Responsibilities**
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

11. <u>LOBBYING AND INFLUENCING FEDERAL EMPLOYEES</u> (all AIP-funded projects)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to

a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

12. <u>OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970</u> (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

13. <u>RIGHTS TO INVENTIONS</u> (all AIP-funded projects)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

14. <u>TERMINATION OF CONTRACT</u> (contracts that exceed $10,000)

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.

3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed

to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. <u>TRADE RESTRICTION CLAUSE</u> (all AIP-funded projects)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may

direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

16. <u>TEXTING WHEN DRIVING</u> (all contracts)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 “Text Messaging While Driving” (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.

THE STATE OF TEXAS	**)**	**ON-CALL**
	)	**AGREEMENT FOR**
COUNTY OF EL PASO	**)**	**PROFESSIONAL SERVICES**

This Agreement is made this **___ day of _____, 2021** by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the **"Owner"**, and **EMA ENGINEERING & CONSULTING.,** a Texas Corporation, hereinafter referred to as the **"Consultant"**.

WHEREAS, the Owner intends to engage the Consultant to perform professional civil engineering services on a task by task basis through the use of task orders referencing this Agreement, the scope of which is further described in **Attachment "A"**; and

WHEREAS, the Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner's selection procedure, in accordance with all applicable state and local laws and ordinances;

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

ARTICLE I
ATTACHMENTS

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment "A"	Scope of Services and Project Budget
Attachment "B"	Consultant's Fee Proposal and Hourly Rates
Attachment "C"	Consultant's Basic and Additional Services
Attachment "D"	Payment and Deliverable Schedules
Attachment "E"	Insurance Certificate
Attachment "F"	Federal Aviation Administration contract provisions for Airport Improvement Program Projects

ARTICLE II
PROJECT

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform on-call professional services on a Task Order basis. Each individual Task Order will identify the Project and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in **Attachment "A".**

2.2 For each Project, the Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

2.3 The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.

2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.

2.5 The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working days time period.

ARTICLE III
CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **Four Hundred Thousand AND NO/00 DOLLARS ($400,000.00)** for all basic services and reimbursables performed pursuant to this Agreement.

No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of this Agreement.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00),** if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects.

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00),** if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding **FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00)** must have prior approval by City Council through written amendment to this Agreement.
The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for each Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment "B".**

Payments to the Consultant shall be made pursuant to **Attachment "D"**.

3.2 CONSULTANT'S SERVICES. The Basic Services and Additional Services, if any, to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C".**

3.3 CONSULTANT'S INVOICES. For each Project, the Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to the schedule established in **Attachment "D"**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety (90) days of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total Project budget, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of each phase. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

3.3.2 The Owner agrees to pay invoices for all services performed as soon as reasonably possible, but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant's fee proposal, except by written amendment to this Agreement, executed by both parties.

3.4 PROJECT CONSTRUCTION BUDGET. The Consultant acknowledges that the construction budget and a construction time for each Project will be identified in each Task Order.

3.5 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

ARTICLE IV
PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The term of this Agreement shall be for a period not to exceed **two (2) years** from the date first shown above. The services called for by each Task Order shall begin upon the issuance of a Notice to Proceed from the City Engineer and shall continue through the completion of the construction of the Project, including any required extensions beyond the contract time for construction of the Project, as may be directed by the Owner.

4.2 SUSPENSION. Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction

contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant's services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

4.3 TERMINATION. This Agreement may be terminated as provided herein.

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.3.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

4.3.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

ARTICLE V
INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS' COMPENSATION INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Consultant's employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

> "The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured."

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

a) **COMMERCIAL GENERAL LIABILITY**
$1,000,000.00 Per Occurrence
$2,000,000.00 General Aggregate
$2,000,000.00 Products/Completed Operations Aggregate
$1,000,000.00 Personal and Advertising Injury

Personal Injury or Death & Property Damage
$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

General Aggregate
$1,000,000.00
$1,000,000.00 per occurrence

b) **AUTOMOBILE LIABILITY**
Combined Single Limit
$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the

benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS ($1,000,000.00) on a claims made basis.

5.1.4 OWNER AS ADDITIONAL INSURED. The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Contract.

5.1.5 PROOF OF INSURANCE. The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this agreement.

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

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

5.2 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents consultants, and employees from and against any claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. The Consultant shall not be responsible for any acts of any of the City's Independent Project Managers.

To the extent allowed by state law, the Owner will be responsible for its own actions.

5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS. Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence,

professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed $250,000.00 per person or $500,000.00 per incident with property damage liability limited to $100,000.00 per incident.

ARTICLE VI
FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, as further described in Attachment "F".

--The Texas Department of Transportation through an Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

6.1.1 CONTRACT ASSURANCE. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

6.2 TERMINATION FOR CANCELLATION OF GRANT. Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.

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

(1) **Compliance with Regulations**: Consultant shall comply with the Regulations relative

to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination**: Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment**: In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) **Information and Reports**: Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance**: In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

   a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
   b. Cancellation, termination or suspension of the contract in whole or in part.

(6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE VII
GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is consistent with professional skill and care, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment "D"**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment "D"**.

7.2 OPINION OF PROBABLE COST. As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant's final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant's most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project's scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

7.3 CONSULTANT'S QUALITY OF WORK. The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment "D"** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants,

and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner shall have the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant's records subject to audit shall include but not be limited to records which, in the Owner's discretion, have a bearing on matters of interest to the Owner in connection with the Consultant's work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant's records have been generated from computerized data, Consultant agrees to provide Owner's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to this Project, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times and places.

7.6 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

7.7 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and

shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

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

7.9 CAPTIONS. The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

7.10 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

7.11 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the Owner:	The City of El Paso Attn: City Manager P.O. Box 1890 El Paso, Texas 79950-1890
With a Copy to:	The City of El Paso Attn: City Engineer P.O. Box 1890 El Paso, Texas 79950-1890
To the Consultant:	EMA Engineering & Consulting Attn: Gary Bristow 5764 N. Mesa, Suite 5764 El Paso, Texas 79912

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

7.12 CONFLICTING PROVISIONS. Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

7.13 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

(Signatures on following page)

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Tomás González
City Manager

APPROVED AS TO FORM:

Omar A. De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:

Jerry DeMuro/for

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

(Acknowledgment)

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

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

Notary Public, State of Texas

My commission expires:

_____

(Signatures continue on following page)

CONSULTANT:
EMA ENGINEERING & CONSULTING

_____

By: Gary Bristow
Title: Principal

(Acknowledgment)

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2021, by Gary Bristow, as Principal of EMA Engineering & Consulting**.**

_____

Notary Public, State of Texas

My commission expires:

_____

ATTACHMENT A
SCOPE OF WORK

The contracts will be used for miscellaneous assignments on an on call basis. Services include but are not limited to the following:

- Project planning and definition
- Feasibility Studies and Life Cycle Cost Analysis
- Design development
- Project scheduling
- Permitting support
- Preparation of drawings and specifications (60%, 90% and final)
- Cost estimates (60%, 90% and final)
- Bidding support
- Responding to bidder questions
- Attending pre-bid and bid opening meetings
- Construction support and closeout
- Construction inspection and consultation
- Contractor submittal review
- Contractor change order proposal review and independent estimate
- Record drawing production from contractor provided redlines

Other services may include, but are not limited to, the following:

- Construction management of small projects
- Constructability reviews
- Peer design reviews
- Field/site investigations
- Commissioning
- System evaluation and analysis
- Attend meetings as requested by the City

DELIVERABLES

Potential deliverables generally include, but are not limited to, the following:

- Studies, reports and recommendations
- Project progress reports
- Permit packages and support documentation
- Project cost estimates, schedules, drawings and specifications
- Bidding documents, addenda and bidder evaluation
- Meeting minutes
- Construction estimates
- Field Inspection Reports
- All other deliverables as described on individual task orders

The following provides a general description of services, standards, and products required:

- The firms shall perform studies and produce reports to include investigations, drawings, sketches, and cost estimates. Reports shall include description of alternatives considered, estimates of construction costs, conclusions and recommendations. This task includes feasibility studies, design analysis, and other studies as requested.
- Preparation of plans, specifications and cost estimates for electrical and mechanical design.
- Constructability, ability to bid, operability reviews, peer review, and value engineering. The review will cover such items as detail and cut omissions, and inconsistencies between plans and specifications, vague or ambiguous notes and references and lack of coordination between the drawings of all disciplines involve in the project.
- Full time project representative, as requested by the City. The firms shall designate and assign a project representative on an as-needed basis, subject to the approval of the City, who will serve as the point of contact during the on-site observation and inspection of the construction work in progress and to ascertain that the work is properly executed in conformance with the drawings and specifications.
- Review of shop drawings, materials, fixtures and equipment. The firms shall review shop drawings and materials submittals and make recommendations for approval or disapproval. Final approval shall be by the City.
- Meetings and conferences. Periodic meetings shall be held whenever requested by the City for discussion of questions and problems relating to the work being performed by the firm. The firms shall be required to attend and participate in all design conferences pertinent to the work being performed.
- The firms shall appoint a project coordinator or manager to serve as a single point of contact and liaison between the firm and the City for all work required under this agreement. The project coordinator or manager will be responsible for the complete coordination of all work developed under each assignment. All work will be accomplished with adequate internal controls and review procedures to eliminate conflicts, errors and omissions, and to ensure the technical accuracy of all design information.
- Other electrical and mechanical engineering functions as may be required by the City including but not limited to commissioning, troubleshooting malfunctioning systems, energy/resource conservation, alternative energy feasibility studies, and life cycle cost analysis.
- Provide monthly status reports on each project. Report will include project progression, projection completion percentage, invoices billed and paid.

EMA

DESIGN SOLVE ENHANCE

City of El Paso

Rates and Fee Schedules

Professional Services, Mechanical &
Electrical Engineering
Solicitation #2021-1345R
Due: July 27, 2021

EMA ENGINEERING & CONSULTING
RATES AND FEE SCHEDULE

I. EMA Engineering & Consulting hourly rates:

Professional Engineer	**$190/hour**
Project Manager/Designer	**$150/hour**
Construction Admin/Commissioning CADD	**$130/hour**
Draftsmen	**$90/hour**
Administration	**$70/hour**

II. EMA Sub-Consultant Multiplier:

Sub-consultant Multiplier	**10%**

Reimbursables such as printing costs or travel other than project locations or client offices will be billed as cost incurred without mark-up, and only with pre-approval from the owner.

Reimbursables will be paid at cost plus 10%.

EMA
DESIGN SOLVE ENHANCE

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

Each individual Task Order will identify the **"Project"**, and the Consultant shall provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.

2. The Consultant shall comply with the City of El Paso Engineering and Construction Management Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under the design phases of this Agreement.

3. The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.

4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with a project within the allocated budget. The Owner's review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

REPORT PHASE

1. Upon receipt of the Owner's written authorization to proceed with the **Report Phase**, the Consultant shall:

a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.

b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.

c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

d. Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant's recommendations.

e. As per Attachment "D", furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.

2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.

3. As identified in the Scope of Work in Attachment "A", the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

PHASE I - PRELIMINARY DESIGN PHASE

Upon receipt of the Owner's written authorization to proceed with the **Preliminary Design Phase**, the Consultant shall do the following separately for each construction contract:

1. Consult with the Owner to determine the Owner's requirements for the Project.

2. Provide at the Consultant's sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the

Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior, Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.

4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.

5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner's representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.

7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.

8. Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.

9. As per **Attachment "D"**, furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

PHASE II - PRE-FINAL DESIGN PHASE

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

Upon receipt of the Owner's written authorization to proceed with the Pre-Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant's assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities. The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.

2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the **"Drawings,"** to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called **"Specifications."** These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.

3. Advise the Owner of any adjustment to the Consultant's previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant's cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor's method of pricing and that the Consultant's opinion of probable construction costs are made on the basis of professional judgment and experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.

4. Prepare proposal forms.

5. As per **Attachment "D"**, furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not

approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

PHASE III - FINAL DESIGN PHASE

Upon receipt of the Owner's written authorization to proceed with the Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.

2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility Consultant comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.

3. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.

4. **As per Attachment "D"**, furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.

5. **As per Attachment "D"**, furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.

6. Additional copies of the drawings and specifications beyond those identified in **Attachment "D"**, required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

BIDDING PHASE

Upon receipt of Owner's written request, the Consultant shall provide any of the following services during the Bidding Phase:

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.

2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.

3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.

4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval authority over the Drawings and Specifications. As per Attachment "D", deliver copies of all addenda to the Owner for appropriate action.

5. As identified in Attachment "A", assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.

6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

CONSTRUCTION PHASE

At Owner's request, the Consultant shall provide any of the following services associated with the Construction Phase:

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.

2. Advise and consult with the Owner and act as the Owner's representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner's standard general conditions for construction projects, with

such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.

3. Unless otherwise stipulated in Attachment "A", Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.

4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant's efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

Nothing in this Agreement shall be construed as requiring the Consultant to assume responsibility for or to guarantee the complete adherence of the construction contractor to the Drawings and Specifications and the construction contract documents.

5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within ten City working days following receipt of submittal documents.** The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.

6. Issue the Owner's instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner's approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner's representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract

documents, subject to the Owner's interpretation of such terms and conditions. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.

7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.

8. Conduct with the Owner and construction contractor no more **than two brief preliminary inspections**, at times requested by the construction contractor to determine if the Project is ready for final inspection.

9. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA inspector or State certified ADA consultant, and the construction contractor, a final inspection of the Project and prepare and publish a "punch list" of minor deficiencies to be corrected prior to final payment to the construction contractor. The **"punch list"** shall be furnished to the construction contractor and the Owner within **two City working days** after the final inspection.

10. Issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.

11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.

12. Furnish the Owner one set of reproducible **(D format)** "record" drawings **on Mylar** showing changes made during the construction process, based on the marked-up prints,

drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format.

13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.

14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner's request, have recommendations implemented by the construction contractor.

15. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

16. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.

17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.

18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.

19. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.

20. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.

21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.

22. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.

23. Provide additional or extended services during construction made necessary by: **a)** work damaged by fire or other cause during construction; **b)** prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; **c)** Acceleration of the work schedule involving services beyond normal city working hours; or **d)** the

construction contractor's default under the construction contract due to delinquency or insolvency.

24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.

25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

If authorized in writing by the Owner, through written amendment, the Consultant shall perform or obtain Additional Services noted below, which are not covered within the Agreement. No claim for Additional Services or cost shall be allowed unless the same was done pursuant to a written authorization dated prior to the Additional Services or cost and which was authorized pursuant to the policies and procedures of the Owner (i.e., passage by City Council). The Owner shall pay for such Additional Services as indicated in the Agreement.

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.

2. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner's scope or budget, except where the Consultant's preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant's final design cost opinions by **ten percent** or more.

3. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.

4. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.

5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

RESIDENT PROJECT SERVICES

1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Consultant in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.

2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the City Engineer before such services begin.

3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

Fixed fee Payment to Consultant

Report Phase	**To be determined by Task Order**
Preliminary Design Phase	**To be determined by Task Order**
Pre-Final Design Phase	**To be determined by Task Order**
Final Design Phase	**To be determined by Task Order**
Bidding Phase	**To be determined by Task Order**
Construction Phase	**To be determined by Task Order**

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant's proposal found in **Attachment "B"**. The time shown in **Attachment "B"** is an estimate. Should the services rendered during the bidding and construction phases exceed the estimated amount, written authorization will be required prior to rendering services. Written authorization shall be only by contract amendment in accordance with the contract provisions. For contracts with a total value less than Fifty Thousand and No/100 Dollars ($50,000), the parties agree that at no time may the amount of the compensation under this contract exceed Fifty Thousand and No/100 Dollars ($50,000) except by execution of an amendment to this Agreement.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant's detailed Invoice and a Consulting Summary and Progress Report and the Owner's written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/Consultant location.

Reimbursable Costs: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Receipts: Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. ***Tips and alcohol are not reimbursable.***

No single invoice may include items for both August and September of any given year. The Owner's fiscal year begins on September 1st of each year and ends on August 31st of each year. Consultant's invoices must be separated into items that end August 31st and those that begin on Septembers 1st of any given year, to coincide with Owner's fiscal year.

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the City. A log is preferred showing the date, person's name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

Personal Automobile Mileage: Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. Movie costs for "Pay for View" or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

DELIVERABLE SCHEDULE

REPORT PHASE
The services called for in the Report Phase of this Agreement shall be completed and **5 copies** of the Preliminary Study and Report shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE I—PRELIMINARY DESIGN PHASE
The services called for in **Phase I** of this Agreement shall be completed and **10 copies** of any required documents and opinion of probable construction costs shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. If Owner does not approve the preliminary design documents, the Consultant shall furnish **five copies** of the resubmitted design documents.

PHASE II—PRE-FINAL DESIGN PHASE
The services called for in **Phase II** of this Agreement shall be completed and **10 copies** the required documents and services shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE III—FINAL DESIGN PHASE
The services called for in **Phase III** of this Agreement shall be completed and **10 copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **3 copies** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **10 copies** of the final design documents and specifications for bidding to the Owner within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment "C" and submit **1 copy** of all addenda to the Owner for appropriate action within **2 consecutive calendar days.**

PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment "C" and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within sixty days from the date of substantial completion.

ATTACHMENT "F"

FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

In this Attachment "F", the term "Contractor" shall refer to the "Consultant", and the term "Airport Sponsor" shall refer to the "City".

If there are any conflicts between the terms and conditions of Attachment "F" and Article VI of the Agreement, the terms and conditions of Attachment "F" will prevail.

A. GENERAL REQUIREMENT FOR CONTRACT

1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;

2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;

3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and

4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

B. FAILURE TO COMPLY

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,

2. Terminate the contract,

3. Seek suspension/debarment, or

4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

C. CONTRACT PROVISIONS

1. ACCESS TO RECORDS AND REPORTS (all AIP-funded projects)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized

representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after the final payment is made and all pending matters are closed.

2. **BREACH OF CONTRACT TERMS (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at $100,000.)**

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. **BUY AMERICAN PREFERENCES (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)**

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

*****

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:

a. Only installing steel and manufactured products produced in the United States; or

b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.

2. To faithfully comply with providing US domestic products

3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.

2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To furnish US domestic product for any waiver request that the FAA rejects.

5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "facility". The required documentation for a type 3 waiver is:

a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
c. Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

a. Detailed cost information for total project using US domestic product
b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

a. Only installing steel and manufactured products produced in the United States, or;

b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;

c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.

2. To faithfully comply with providing US domestic product

3. To furnish US domestic product for any waiver request that the FAA rejects

4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.

2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
c. Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

a. Detailed cost information for total project using US domestic product
b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

4. GENERAL CIVIL RIGHTS PROVISIONS (all contracts)

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

5. CIVIL RIGHTS-TITLE IV COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS (all AIP funded projects)

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities,** as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

   a. Withholding payments to the contractor under the contract until the contractor complies; and/or

   b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontractor or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

6. <u>CLEAN AIR AND WATER POLLUTION CONTROL</u> (all contracts that exceed $100,000)

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

4. To include or cause to be included in any construction contract or subcontract which exceeds $100,000 the aforementioned criteria and requirements.

7. <u>CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS</u> (all contracts that exceed $100,000)

1. Overtime Requirements.

   No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

   In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of $10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

8. CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR) (all contracts that exceed $25,000)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

9. DISADVANTAGED BUSINESS ENTERPRISES (all AIP-funded projects)

Contract Assurance (49 CFR § 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (49 CFR §26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame

may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

10. <u>FEDERAL FAIR LABOR STANDARDS ACT</u> (FEDERAL MINIMUM WAGE) (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	**Federal Agency with Enforcement Responsibilities**
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

11. <u>LOBBYING AND INFLUENCING FEDERAL EMPLOYEES</u> (all AIP-funded projects)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to

a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

12. <u>OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970</u> (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

13. <u>RIGHTS TO INVENTIONS</u> (all AIP-funded projects)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

14. <u>TERMINATION OF CONTRACT</u> (contracts that exceed $10,000)

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.

3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed

to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. <u>TRADE RESTRICTION CLAUSE</u> (all AIP-funded projects)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may

direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

16. <u>TEXTING WHEN DRIVING</u> (all contracts)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 “Text Messaging While Driving” (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.

ATTACHMENT "E"

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Strategies 12801 North Central Expy. Suite 1710 Dallas, TX 75243	**CONTACT NAME:** Hillary Bryant **PHONE (A/C, No, Ext):** (214) 503-1212 **FAX (A/C, No):** (214) 503-8899 **E-MAIL ADDRESS:** certificatedallas@risk-strategies.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** Twin City Fire Insurance Company / 29459 **INSURER B :** XL Specialty Insurance Company / 37885 **INSURER C :** Hartford Accident and Indemnity Company / 22357 **INSURER D :** **INSURER E :** **INSURER F :**
INSURED EMA Engineering & Consulting 328 South Broadway Tyler TX 75702	

COVERAGES **CERTIFICATE NUMBER:** 59676083 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☑ PRO-JECT ☐ LOC ☐ OTHER:	✓	✓	84SBWBA2865	9/30/2020	9/30/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
C	**AUTOMOBILE LIABILITY** ✓ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	✓	✓	84UEGZV4111	9/30/2020	9/30/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	✓ **UMBRELLA LIAB** ✓ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ✓ RETENTION $ 10,000	✓	✓	84SBWBA2865	9/30/2020	9/30/2021	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	✓	84WBGAA7JUU	9/30/2020	9/30/2021	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Professional Liability Retroactive Date: 01/28/1980		✓	DPR9971602	1/13/2021	1/13/2022	Per Claim Annual Aggregate	$5,000,000 $7,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of the certificate holder on all policies.

CERTIFICATE HOLDER

Master Certificate

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Hillary Killough

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THE STATE OF TEXAS	**)**	**ON-CALL**
	)	**AGREEMENT FOR**
COUNTY OF EL PASO	**)**	**PROFESSIONAL SERVICES**

This Agreement is made this **___ day of _____, 2021** by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the **"Owner"**, and **PARKHILL, INC.,** a Texas Corporation, hereinafter referred to as the **"Consultant"**.

WHEREAS, the Owner intends to engage the Consultant to perform professional civil engineering services on a task by task basis through the use of task orders referencing this Agreement, the scope of which is further described in **Attachment "A"**; and

WHEREAS, the Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner's selection procedure, in accordance with all applicable state and local laws and ordinances;

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

ARTICLE I
ATTACHMENTS

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment "A"	Scope of Services and Project Budget
Attachment "B"	Consultant's Fee Proposal and Hourly Rates
Attachment "C"	Consultant's Basic and Additional Services
Attachment "D"	Payment and Deliverable Schedules
Attachment "E"	Insurance Certificate
Attachment "F"	Federal Aviation Administration contract provisions for Airport Improvement Program Projects

ARTICLE II
PROJECT

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform on-call professional services on a Task Order basis. Each individual Task Order will identify the Project and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in **Attachment "A".**

2.2 For each Project, the Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

2.3 The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.

2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.

2.5 The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working days time period.

ARTICLE III
CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **Four Hundred Thousand AND NO/00 DOLLARS ($400,000.00)** for all basic services and reimbursables performed pursuant to this Agreement.

No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of this Agreement.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00),** if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects.

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00),** if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding **FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00)** must have prior approval by City Council through written amendment to this Agreement.
The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for each Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment "B".**

Payments to the Consultant shall be made pursuant to **Attachment "D"**.

3.2 CONSULTANT'S SERVICES. The Basic Services and Additional Services, if any, to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C".**

3.3 CONSULTANT'S INVOICES. For each Project, the Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to the schedule established in **Attachment "D"**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety (90) days of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total Project budget, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of each phase. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

3.3.2 The Owner agrees to pay invoices for all services performed as soon as reasonably possible, but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant's fee proposal, except by written amendment to this Agreement, executed by both parties.

3.4 PROJECT CONSTRUCTION BUDGET. The Consultant acknowledges that the construction budget and a construction time for each Project will be identified in each Task Order.

3.5 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

ARTICLE IV
PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The term of this Agreement shall be for a period not to exceed **two (2) years** from the date first shown above. The services called for by each Task Order shall begin upon the issuance of a Notice to Proceed from the City Engineer and shall continue through the completion of the construction of the Project, including any required extensions beyond the contract time for construction of the Project, as may be directed by the Owner.

4.2 SUSPENSION. Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of

construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant's services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

4.3 TERMINATION. This Agreement may be terminated as provided herein.

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.3.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

4.3.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

ARTICLE V
INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS' COMPENSATION INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Consultant's employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

> "The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured."

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

a) **COMMERCIAL GENERAL LIABILITY**
$1,000,000.00 Per Occurrence
$2,000,000.00 General Aggregate
$2,000,000.00 Products/Completed Operations Aggregate
$1,000,000.00 Personal and Advertising Injury

Personal Injury or Death & Property Damage
$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

General Aggregate
$1,000,000.00
$1,000,000.00 per occurrence

b) **AUTOMOBILE LIABILITY**
Combined Single Limit
$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the

benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS ($1,000,000.00) on a claims made basis.

5.1.4 OWNER AS ADDITIONAL INSURED. The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Contract.

5.1.5 PROOF OF INSURANCE. The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this agreement.

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

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

5.2 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents consultants, and employees from and against any claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. The Consultant shall not be responsible for any acts of any of the City's Independent Project Managers.

To the extent allowed by state law, the Owner will be responsible for its own actions.

5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS. Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence,

professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed $250,000.00 per person or $500,000.00 per incident with property damage liability limited to $100,000.00 per incident.

ARTICLE VI
FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, as further described in Attachment "F".

--The Texas Department of Transportation through an Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

6.1.1 CONTRACT ASSURANCE. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

6.2 TERMINATION FOR CANCELLATION OF GRANT. Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.

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

(1) **Compliance with Regulations**: Consultant shall comply with the Regulations relative

to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination**: Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment**: In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) **Information and Reports**: Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance**: In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

   a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
   b. Cancellation, termination or suspension of the contract in whole or in part.

(6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE VII
GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is consistent with professional skill and care, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment "D"**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment "D"**.

7.2 OPINION OF PROBABLE COST. As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant's final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant's most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project's scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

7.3 CONSULTANT'S QUALITY OF WORK. The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment "D"** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants,

and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner shall have the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant's records subject to audit shall include but not be limited to records which, in the Owner's discretion, have a bearing on matters of interest to the Owner in connection with the Consultant's work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant's records have been generated from computerized data, Consultant agrees to provide Owner's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to this Project, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times and places.

7.6 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

7.7 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and

shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

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

7.9 CAPTIONS. The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

7.10 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

7.11 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the Owner:	The City of El Paso Attn: City Manager P.O. Box 1890 El Paso, Texas 79950-1890
With a Copy to:	The City of El Paso Attn: City Engineer P.O. Box 1890 El Paso, Texas 79950-1890
To the Consultant:	Parkhill, Inc. Attn: Mark Sanchez 501 W. San Antonio Ave El Paso, Texas 79901

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

7.12 CONFLICTING PROVISIONS. Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

7.13 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

(Signatures on following page)

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Tomás González
City Manager

APPROVED AS TO FORM:

Omar A. De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:

Jerry DeMuro/for

Samuel Rodriguez, P.E., City Engineer
Capital Improvement Department

(Acknowledgment)

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2021, by **Tomás González,** as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

_____

(Signatures continue on following page)

CONSULTANT:
PARKHILL, INC.

_____

By: Mark Sanchez
Title: Principal-In-Charge

(Acknowledgment)

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2021, by Mark Sanchez, as Principal-In-Charge of Parkhill, Inc**.**

_____

Notary Public, State of Texas

My commission expires:

_____

ATTACHMENT A
SCOPE OF WORK

The contracts will be used for miscellaneous assignments on an on call basis. Services include but are not limited to the following:

- Project planning and definition
- Feasibility Studies and Life Cycle Cost Analysis
- Design development
- Project scheduling
- Permitting support
- Preparation of drawings and specifications (60%, 90% and final)
- Cost estimates (60%, 90% and final)
- Bidding support
- Responding to bidder questions
- Attending pre-bid and bid opening meetings
- Construction support and closeout
- Construction inspection and consultation
- Contractor submittal review
- Contractor change order proposal review and independent estimate
- Record drawing production from contractor provided redlines

Other services may include, but are not limited to, the following:

- Construction management of small projects
- Constructability reviews
- Peer design reviews
- Field/site investigations
- Commissioning
- System evaluation and analysis
- Attend meetings as requested by the City

DELIVERABLES

Potential deliverables generally include, but are not limited to, the following:

- Studies, reports and recommendations
- Project progress reports
- Permit packages and support documentation
- Project cost estimates, schedules, drawings and specifications
- Bidding documents, addenda and bidder evaluation
- Meeting minutes
- Construction estimates
- Field Inspection Reports
- All other deliverables as described on individual task orders

The following provides a general description of services, standards, and products required:

- The firms shall perform studies and produce reports to include investigations, drawings, sketches, and cost estimates. Reports shall include description of alternatives considered, estimates of construction costs, conclusions and recommendations. This task includes feasibility studies, design analysis, and other studies as requested.
- Preparation of plans, specifications and cost estimates for electrical and mechanical design.
- Constructability, ability to bid, operability reviews, peer review, and value engineering. The review will cover such items as detail and cut omissions, and inconsistencies between plans and specifications, vague or ambiguous notes and references and lack of coordination between the drawings of all disciplines involve in the project.
- Full time project representative, as requested by the City. The firms shall designate and assign a project representative on an as-needed basis, subject to the approval of the City, who will serve as the point of contact during the on-site observation and inspection of the construction work in progress and to ascertain that the work is properly executed in conformance with the drawings and specifications.
- Review of shop drawings, materials, fixtures and equipment. The firms shall review shop drawings and materials submittals and make recommendations for approval or disapproval. Final approval shall be by the City.
- Meetings and conferences. Periodic meetings shall be held whenever requested by the City for discussion of questions and problems relating to the work being performed by the firm. The firms shall be required to attend and participate in all design conferences pertinent to the work being performed.
- The firms shall appoint a project coordinator or manager to serve as a single point of contact and liaison between the firm and the City for all work required under this agreement. The project coordinator or manager will be responsible for the complete coordination of all work developed under each assignment. All work will be accomplished with adequate internal controls and review procedures to eliminate conflicts, errors and omissions, and to ensure the technical accuracy of all design information.
- Other electrical and mechanical engineering functions as may be required by the City including but not limited to commissioning, troubleshooting malfunctioning systems, energy/resource conservation, alternative energy feasibility studies, and life cycle cost analysis.
- Provide monthly status reports on each project. Report will include project progression, projection completion percentage, invoices billed and paid.

ATTACHMENT "B"
CONSULTANT'S FEE PROPOSAL AND HOURLY RATES

Parkhill
Hourly Rate Schedule
August 1, 2021 through August 31, 2023

Client: City of El Paso **Project:** On-Call Projects

Agreement Date: **Location:** El Paso, Texas

CLASSIFICATION	HOURLY RATE
SUPPORT STAFF I	$55.00
SUPPORT STAFF II	$65.00
SUPPORT STAFF III	$90.00
SUPPORT STAFF IV	$96.00
SUPPORT STAFF V	$106.00
SUPPORT STAFF VI	$115.00
PROFESSIONAL LEVEL I	
Civil Engineer	$117.00
Electrical Engineer	$120.00
Mechanical Engineer	$117.00
Structural Engineer	$112.00
Surveyor I	$85.00
Other Professional	$105.00
PROFESSIONAL LEVEL II	
Civil Engineer	$122.00
Electrical Engineer	$122.00
Mechanical Engineer	$122.00
Structural Engineer	$122.00
Surveyor II	$95.00
Other Professional	$111.00

CLASSIFICATION	HOURLY RATE
PROFESSIONAL LEVEL III	
Civil Engineer	$145.00
Electrical Engineer	$145.00
Mechanical Engineer	$145.00
Structural Engineer	$145.00
Surveyor III	$110.00
Other Professional	$122.00
PROFESSIONAL LEVEL IV	
Civil Engineer	$172.00
Electrical Engineer	$172.00
Mechanical Engineer	$172.00
Structural Engineer	$172.00
Surveyor IV	$127.00
Other Professional	$144.00
PROFESSIONAL LEVEL V	
Civil Engineer	$205.00
Electrical Engineer	$205.00
Mechanical Engineer	$205.00
Structural Engineer	$205.00
Professional Surveyor V	$150.00
Other Professional	$160.00

CLASSIFICATION	HOURLY RATE
PROFESSIONAL LEVEL VI	
Civil Engineer	$222.00
Electrical Engineer	$222.00
Mechanical Engineer	$222.00
Structural Engineer	$222.00
Professional Surveyor VI	$180.00

Expenses: Reimbursement for expenses as listed, but not limited to, incurred in connection with services, will be at cost plus 10 percent for items such as:

1. Maps, photographs, postage, phone, reproductions, printing, equipment rental, and special supplies related to the services.
2. Consultants, soils engineers, surveyors, contractors, and other outside services.
3. Rented vehicles, local public transportation and taxis, road toll fees, travel, and subsistence.
4. Special or job-specific fees, insurance, permits, and licenses applicable to work services.
5. Mileage at IRS-approved rate.

Rate for professional staff for legal proceedings or as expert witnesses is not included in these Hourly Rates. Excise and gross receipt taxes, if any, will be added as an expense.
Foregoing Schedule of Charges is incorporated into the Agreement for Services provided, effective August 1, 2021 through August 31, 2023.
After August 31, 2023, invoices will reflect the Schedule of Charges currently in effect.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

Each individual Task Order will identify the **"Project"**, and the Consultant shall provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.

2. The Consultant shall comply with the City of El Paso Engineering and Construction Management Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under the design phases of this Agreement.

3. The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.

4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with a project within the allocated budget. The Owner's review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

REPORT PHASE

1. Upon receipt of the Owner's written authorization to proceed with the **Report Phase**, the Consultant shall:

a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.

b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.

c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

d. Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant's recommendations.

e. As per Attachment "D", furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.

2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.

3. As identified in the Scope of Work in Attachment "A", the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

PHASE I - PRELIMINARY DESIGN PHASE

Upon receipt of the Owner's written authorization to proceed with the **Preliminary Design Phase**, the Consultant shall do the following separately for each construction contract:

1. Consult with the Owner to determine the Owner's requirements for the Project.

2. Provide at the Consultant's sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the

Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior, Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.

4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.

5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner's representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.

7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.

8. Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.

9. As per **Attachment "D"**, furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

PHASE II - PRE-FINAL DESIGN PHASE

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

Upon receipt of the Owner's written authorization to proceed with the Pre-Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant's assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities. The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.

2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the **"Drawings,"** to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called **"Specifications."** These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.

3. Advise the Owner of any adjustment to the Consultant's previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant's cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor's method of pricing and that the Consultant's opinion of probable construction costs are made on the basis of professional judgment and experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.

4. Prepare proposal forms.

5. As per **Attachment "D"**, furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not

approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

PHASE III - FINAL DESIGN PHASE

Upon receipt of the Owner's written authorization to proceed with the Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.

2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility Consultant comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.

3. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.

4. **As per Attachment "D"**, furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.

5. **As per Attachment "D"**, furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.

6. Additional copies of the drawings and specifications beyond those identified in **Attachment "D"**, required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

BIDDING PHASE

Upon receipt of Owner's written request, the Consultant shall provide any of the following services during the Bidding Phase:

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.

2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.

3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.

4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval authority over the Drawings and Specifications. As per Attachment "D", deliver copies of all addenda to the Owner for appropriate action.

5. As identified in Attachment "A", assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.

6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

CONSTRUCTION PHASE

At Owner's request, the Consultant shall provide any of the following services associated with the Construction Phase:

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.

2. Advise and consult with the Owner and act as the Owner's representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner's standard general conditions for construction projects, with

such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.

3. Unless otherwise stipulated in Attachment "A", Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.

4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant's efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

Nothing in this Agreement shall be construed as requiring the Consultant to assume responsibility for or to guarantee the complete adherence of the construction contractor to the Drawings and Specifications and the construction contract documents.

5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within ten City working days following receipt of submittal documents.** The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.

6. Issue the Owner's instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner's approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner's representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract

documents, subject to the Owner's interpretation of such terms and conditions. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.

7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.

8. Conduct with the Owner and construction contractor no more **than two brief preliminary inspections**, at times requested by the construction contractor to determine if the Project is ready for final inspection.

9. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA inspector or State certified ADA consultant, and the construction contractor, a final inspection of the Project and prepare and publish a "punch list" of minor deficiencies to be corrected prior to final payment to the construction contractor. The **"punch list"** shall be furnished to the construction contractor and the Owner within **two City working days** after the final inspection.

10. Issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.

11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.

12. Furnish the Owner one set of reproducible **(D format)** "record" drawings **on Mylar** showing changes made during the construction process, based on the marked-up prints,

drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format.

13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.

14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner's request, have recommendations implemented by the construction contractor.

15. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

16. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.

17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.

18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.

19. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.

20. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.

21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.

22. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.

23. Provide additional or extended services during construction made necessary by: **a)** work damaged by fire or other cause during construction; **b)** prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; **c)** Acceleration of the work schedule involving services beyond normal city working hours; or **d)** the

construction contractor's default under the construction contract due to delinquency or insolvency.

24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.

25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

If authorized in writing by the Owner, through written amendment, the Consultant shall perform or obtain Additional Services noted below, which are not covered within the Agreement. No claim for Additional Services or cost shall be allowed unless the same was done pursuant to a written authorization dated prior to the Additional Services or cost and which was authorized pursuant to the policies and procedures of the Owner (i.e., passage by City Council). The Owner shall pay for such Additional Services as indicated in the Agreement.

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.

2. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner's scope or budget, except where the Consultant's preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant's final design cost opinions by **ten percent** or more.

3. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.

4. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.

5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

RESIDENT PROJECT SERVICES

1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Consultant in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.

2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the City Engineer before such services begin.

3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

Fixed fee Payment to Consultant

Report Phase	**To be determined by Task Order**
Preliminary Design Phase	**To be determined by Task Order**
Pre-Final Design Phase	**To be determined by Task Order**
Final Design Phase	**To be determined by Task Order**
Bidding Phase	**To be determined by Task Order**
Construction Phase	**To be determined by Task Order**

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant's proposal found in **Attachment "B"**. The time shown in **Attachment "B"** is an estimate. Should the services rendered during the bidding and construction phases exceed the estimated amount, written authorization will be required prior to rendering services. Written authorization shall be only by contract amendment in accordance with the contract provisions. For contracts with a total value less than Fifty Thousand and No/100 Dollars ($50,000), the parties agree that at no time may the amount of the compensation under this contract exceed Fifty Thousand and No/100 Dollars ($50,000) except by execution of an amendment to this Agreement.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant's detailed Invoice and a Consulting Summary and Progress Report and the Owner's written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/Consultant location.

Reimbursable Costs: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Receipts: Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. ***Tips and alcohol are not reimbursable.***

No single invoice may include items for both August and September of any given year. The Owner's fiscal year begins on September 1st of each year and ends on August 31st of each year. Consultant's invoices must be separated into items that end August 31st and those that begin on Septembers 1st of any given year, to coincide with Owner's fiscal year.

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the City. A log is preferred showing the date, person's name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

Personal Automobile Mileage: Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. Movie costs for "Pay for View" or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

DELIVERABLE SCHEDULE

REPORT PHASE
The services called for in the Report Phase of this Agreement shall be completed and **5 copies** of the Preliminary Study and Report shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE I—PRELIMINARY DESIGN PHASE
The services called for in **Phase I** of this Agreement shall be completed and **10 copies** of any required documents and opinion of probable construction costs shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. If Owner does not approve the preliminary design documents, the Consultant shall furnish **five copies** of the resubmitted design documents.

PHASE II—PRE-FINAL DESIGN PHASE
The services called for in **Phase II** of this Agreement shall be completed and **10 copies** the required documents and services shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE III—FINAL DESIGN PHASE
The services called for in **Phase III** of this Agreement shall be completed and **10 copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **3 copies** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **10 copies** of the final design documents and specifications for bidding to the Owner within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment "C" and submit **1 copy** of all addenda to the Owner for appropriate action within **2 consecutive calendar days.**

PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment "C" and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within sixty days from the date of substantial completion.

ATTACHMENT "E"

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Strategies 12801 North Central Expy. Suite 1710 Dallas, TX 75243	**CONTACT NAME:** Joe Bryant		
	PHONE (A/C, No, Ext): (214) 323-4602	**FAX (A/C, No):** (214) 503-8899	
	E-MAIL ADDRESS: certificatedallas@risk-strategies.com		
	INSURER(S) AFFORDING COVERAGE		**NAIC #**
	INSURER A : Travelers Casualty and Surety Co of Amer		31194
INSURED Parkhill 4222 85th St. Lubbock TX 79423	**INSURER B :**		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 63050366 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability		✓	106653747	1/10/2021	1/10/2022	Per Claim Annual Aggregate	1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty day notice of cancellation in favor of the certificate holder on all policies.
Re: Solicitation 2021-1345R, On Call Professional Services – Mechanical & Electrical Engineering.

CERTIFICATE HOLDER

City of El Paso - Capital Improvement Department
218 N. Campbell
El Paso TX 79901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joe A. Bryant

Joe Bryant

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	**CONTACT NAME:** Dee Bartlett
Sanford & Tatum Insurance Agency	**PHONE (A/C, No, Ext):** (806) 792-5564 **FAX (A/C, No):** (806) 792-9344
PO Box 64790	**E-MAIL ADDRESS:** dee.bartlett@sanfordtatum.com
Lubbock TX 79464	**INSURER(S) AFFORDING COVERAGE** / **NAIC #**
INSURED	**INSURER A :** Charter Oak Fire Ins. Co 25615
Parkhill	**INSURER B :** Travelers Property Casualty Co. of America 25674
4222 85th Street	**INSURER C :** Travelers Casualty Ins Co of America 19046
Lubbock TX 79423	**INSURER D :** / **INSURER E :** / **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 20/21 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			P-630-5H948872-COF-20	09/30/2020	09/30/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			BA-4N167444-20-43-G	09/30/2020	09/30/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP-5H948872-20-43	09/30/2020	09/30/2021	EACH OCCURRENCE AGGREGATE	$ 6,000,000 $ 6,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below			UB-5H948872-20-43-G	09/30/2020	09/30/2021	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Solicitation 2021-1345R, On-Call Professional Services - Mechanical & Electrical Engineering; The General Liability & Auto Policies include a Blanket Automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract between the Named Insured and the Certificate Holder that requres such status. The General Liability, Auto & Workers' Comp policies include a Blanket Waiver of Subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.The General Liability,Auto & Workers' Comp. policies include a Blanket Notice of Cancellation endorsement, providing for 30 Days Advance Notice if the policy is canceled by the company other than for nonpayment of premium, 10 day's notice after the policy is canceled for nonpayment of premium. Notice is sent to Certificate Holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the Named Insured requests cancellation.

CERTIFICATE HOLDER

City of El Paso
Capital Improvement Department
218 N Campbell
El Paso TX 79901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dianna Tatum

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ATTACHMENT "F"

FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

In this Attachment "F", the term "Contractor" shall refer to the "Consultant", and the term "Airport Sponsor" shall refer to the "City".

If there are any conflicts between the terms and conditions of Attachment "F" and Article VI of the Agreement, the terms and conditions of Attachment "F" will prevail.

A. GENERAL REQUIREMENT FOR CONTRACT

1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;

2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;

3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and

4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

B. FAILURE TO COMPLY

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,

2. Terminate the contract,

3. Seek suspension/debarment, or

4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

C. CONTRACT PROVISIONS

1. ACCESS TO RECORDS AND REPORTS (all AIP-funded projects)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized

representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after the final payment is made and all pending matters are closed.

2. <u>BREACH OF CONTRACT TERMS</u> (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at $100,000.)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. <u>BUY AMERICAN PREFERENCES</u> (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

*****

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:

a. Only installing steel and manufactured products produced in the United States; or

b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.

2. To faithfully comply with providing US domestic products

3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.

2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To furnish US domestic product for any waiver request that the FAA rejects.

5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "facility". The required documentation for a type 3 waiver is:

a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
c. Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

a. Detailed cost information for total project using US domestic product
b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

a. Only installing steel and manufactured products produced in the United States, or;

b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;

c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.

2. To faithfully comply with providing US domestic product

3. To furnish US domestic product for any waiver request that the FAA rejects

4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.

2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
c. Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

a. Detailed cost information for total project using US domestic product
b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

4. GENERAL CIVIL RIGHTS PROVISIONS (all contracts)

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

5. CIVIL RIGHTS-TITLE IV COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS (all AIP funded projects)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities,** as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

   a. Withholding payments to the contractor under the contract until the contractor complies; and/or

   b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontractor or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

6. <u>CLEAN AIR AND WATER POLLUTION CONTROL</u> (all contracts that exceed $100,000)

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

4. To include or cause to be included in any construction contract or subcontract which exceeds $100,000 the aforementioned criteria and requirements.

7. <u>CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS</u> (all contracts that exceed $100,000)

1. Overtime Requirements.

   No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

   In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of $10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

8. CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR) (all contracts that exceed $25,000)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

9. DISADVANTAGED BUSINESS ENTERPRISES (all AIP-funded projects)

Contract Assurance (49 CFR § 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (49 CFR §26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame

may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

10. <u>FEDERAL FAIR LABOR STANDARDS ACT</u> (FEDERAL MINIMUM WAGE) (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	**Federal Agency with Enforcement Responsibilities**
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

11. <u>LOBBYING AND INFLUENCING FEDERAL EMPLOYEES</u> (all AIP-funded projects)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to

a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

13. RIGHTS TO INVENTIONS (all AIP-funded projects)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

14. TERMINATION OF CONTRACT (contracts that exceed $10,000)

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.

3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed

to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. <u>TRADE RESTRICTION CLAUSE</u> (all AIP-funded projects)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may

direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

16. <u>TEXTING WHEN DRIVING</u> (all contracts)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 “Text Messaging While Driving” (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.

On-call Professional Services Mechanical and Electrical Engineering

Solicitation No. 2021-345R

August 17, 2021

Strategic Plan Goal:

No. 7 Enhance and Sustain El Paso's Infrastructure Network

Contract Details

Location:	City-wide
Contract Value:	$400,000/contract
Contract Term:	Two years
Funding Source:	Capital plans, bond programs

Contract Scope

- Project planning and definition
- Feasibility Studies and Life Cycle Cost Analysis
- Design development
- Project scheduling
- Permitting support
- Preparation of drawings and specifications (60%, 90% and final)
- Cost estimates (60%, 90% and final)
- Bidding support, responding to bidder questions, attending pre-bid and bid opening meetings
- Construction inspection and consultation
- Contractor submittal and change order proposal reviews
- Record drawing production
- Construction support and closeout

Contract Scope (Cont'd)

- Construction management
- Constructability reviews
- Design reviews
- Field/site investigations
- Commissioning
- Systems evaluation and analysis

Procurement Summary

- Request for Qualifications advertised on June 8, 2021
  - ✓ Seven (7) firms submitted Statements of Qualifications, all have local offices.
- Recommendation
  - Award contracts to the three highest ranked firms:
  - BATH Group, EMA Engineering, Parkhill

THANK YOU

EP TX
CITY OF EL PASO

Mission

Deliver exceptional services to support a high quality of life and place for our community

Values

Integrity, **R**espect, **E**xcellence, **A**ccountability, **P**eople

Vision

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government

Misión

Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad

Valores

Integridad, **R**espeto, **E**xcelencia, **R**esponsabilidad, **P**ersonas

Visión

Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño

File #: 21-926, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font.

District 8
Capital Improvement Department, Sam Rodriguez, (915) 212-1808

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action that the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and **MIJARES MORA ARCHITECTS INCORPORATED, a Texas corporation**, for a project known as **"EL PASO FIRE DEPARTMENT SPECIAL OPERATIONS DIVISION STATION"** for an amount not to exceed **ONE MILLION SEVENTEEN THOUSAND FOUR HUNDRED EIGHTY-TWO AND 00/100 DOLLARS ($1,017,482.00)**; that the City Engineer is authorized to approve and sign contract amendments for additional Basic Services and Reimbursables for an amount not to exceed Fifty Thousand and No/100 Dollars ($50,000.00) and to approve and sign contract amendments for Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars ($50,000.00) if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of ONE MILLION ONE HUNDRED SEVENTEEN THOUSAND FOUR HUNDRED EIGHTY-TWO AND 00/100 DOLLARS ($1,117,482.00); and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: August 17, 2021
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Sam Rodriguez, P.E., City Engineer
(915) 212-1808

DISTRICT(S) AFFECTED: 8

STRATEGIC GOAL: No.7: Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL: N/A

SUBJECT:
That the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and **MIJARES MORA ARCHITECTS INCORPORATED, a Texas corporation**, for a project known as **"EL PASO FIRE DEPARTMENT SPECIAL OPERATIONS DIVISION STATION"** for an amount not to exceed **ONE MILLION SEVENTEEN THOUSAND FOUR HUNDRED EIGHTY-TWO AND 00/100 DOLLARS ($1,017,482.00)**; that the City Engineer is authorized to approve and sign contract amendments for additional Basic Services and Reimbursables for an amount not to exceed Fifty Thousand and No/100 Dollars ($50,000.00) and to approve and sign contract amendments for Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars ($50,000.00) if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of ONE MILLION ONE HUNDRED SEVENTEEN THOUSAND FOUR HUNDRED EIGHTY-TWO AND 00/100 DOLLARS ($1,117,482.00); and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

BACKGROUND / DISCUSSION:
The voters of the City of El Paso approved a Public Safety Bond measure in November 2019. Key elements of the bond program are new and/or renovated public safety facilities. One of those is a new fire station to accommodate special operations functions including the following:

- Technical Rescue: responds to technical rescue incidents, involving high-angle, trenches and confined spaces.
- Hazardous Materials: responds to hazardous materials releases, weapons of mass destruction events and other hazardous conditions.
- Combined Search and Rescue and Water Rescue responds to mountain/ wilderness search and rescue and incidents at the refinery and water rescue including swift water rescue, open water and advanced open water scuba rescues.

These functions are currently housed in three locations: Fire Stations 1, 9, and 11. The fire department will realize significant operational efficiencies by consolidating them into one location. That location will be a Special Units Station to be located at the site of the Tillman Health Center at 222 S. Campbell St. in downtown El Paso. The Tillman Building is vacant and no longer used by the City and is known to present asbestos health risks to occupants. Itwill be demolished to make way for the new station.

SELECTION SUMMARY:
Solicitation was advertised on March 9, 2021. Twelve (12) firms submitted Statements of Qualification, nine of which are local. The successful offeror is local and has performed well in previous engagements with the City.

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _x__ YES ___NO

PRIMARY DEPARTMENT: Capital Improvement Department
SECONDARY DEPARTMENT: Fire Department

********************REQUIRED AUTHORIZATION*********************

DEPARTMENT HEAD: Jerry DeMuro/for

Sam Rodriguez, P.E., City Engineer

Revised 04/09/2021

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and **MIJARES MORA ARCHITECTS INCORPORATED, a Texas corporation**, for a project known as **"EL PASO FIRE DEPARTMENT SPECIAL OPERATIONS DIVISION STATION"** for an amount not to exceed **ONE MILLION SEVENTEEN THOUSAND FOUR HUNDRED EIGHTY-TWO AND 00/100 DOLLARS ($1,017,482.00)**; that the City Engineer is authorized to approve and sign contract amendments for additional Basic Services and Reimbursables for an amount not to exceed Fifty Thousand and No/100 Dollars ($50,000.00) and to approve and sign contract amendments for Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars ($50,000.00) if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of ONE MILLION ONE HUNDRED SEVENTEEN THOUSAND FOUR HUNDRED EIGHTY-TWO AND 00/100 DOLLARS ($1,117,482.00); and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

APPROVED THIS _____ DAY OF _____ 2021.

CITY OF EL PASO:

_____
Oscar Leeser, Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Omar A. De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:

Jerry DeMuro/for
_____
Samuel Rodriguez, P.E.,
City Engineer

CITY OF EL PASO
CAPITAL IMPROVEMENT DEPARTMENT
218 N. CAMPBELL, 2ND FLOOR
EL PASO, TEXAS 79901

EVALUATION COMMITTEE SCORE SUMMARY

SOLICITATION# 2021-1126R
ARCHITECT & ENGINEERING SERVICES - SPECIAL OPERATIONS DIVISION STATION

	ALVIDREZ ARCHITECTURE & TCA	ASA ARCHITECTS & MARTINEZ ARCHITECTS	BROWN REYNOLDS WATFORD	COUNTRYMAN & CO. & TCA	DEKKER PERICH SABATINI	EXIGO & BRINKLEY SARGENT WIGINTON	HUITT ZOLLARS	IN SITU	MARTINEZ ARCHITECTS & PSRBB	MIJARES MORA	NINE DEGREES & RMKM ARCHITECTURE	WRIGHT DALBIN
Rater #1	78	80	84	76	74	65	63	62	81	77	63	53
Rater #2	91	92	92	83	87	77	81	79	87	94	73	81
Rater #3	83	78	71	77	73	71	69	67	74	79	55	61
Rater #4	91	81	86	86	84	75	77	75	80	88	69	68
Rater #5	64	62	61	55	80	67	80	42	46	71	47	47
Total Score	**407**	**393**	**394**	**377**	**398**	**355**	**370**	**325**	**368**	**409**	**307**	**310**

THE STATE OF TEXAS)
) **AN AGREEMENT FOR**
COUNTY OF EL PASO) **PROFESSIONAL SERVICES**

This Agreement is made this **_____ day of _____, 2021** by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the **"Owner"**, and **Mijares Mora Architects Incorporated, a Texas corporation**, hereinafter referred to as the **"Consultant"**.

WHEREAS, the Owner intends to engage the Consultant to perform professional services for the project known as **"El Paso Fire Department Special Operations Division Station",** hereinafter referred to as the **"Project"**, as further described in **Attachment "A"**; and

WHEREAS, Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner's selection procedure, in accordance with all applicable state and local laws and ordinances.

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

ARTICLE I.
ATTACHMENTS

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment "A"	Scope of Services and Budget
Attachment "B"	Consultant's Fee Proposal and Hourly Rates
Attachment "C"	Consultant's Basic and Additional Services
Attachment "D"	Payment and Deliverable Schedules
Attachment "E"	Insurance Certificate

ARTICLE II.
PROJECT

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform the services identified in this Agreement for the Project. The Project shall consist of the Consultant's completion of the Scope of Services as further described in **Attachment "A"**. Such Scope of Services shall be completed in accordance with the identified phases described in **Attachment "D"**.

2.2 The Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

2.3 The Consultant shall serve as the Owner's professional representative for the construction of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.

2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each Project's the construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.

2.5 The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working day time period.

ARTICLE III.
CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **$1,017,482.00** for all basic services and reimbursables performed pursuant to this Agreement.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed **$50,000,** if such services are necessary for proper execution of the Project and the increased amounts are within the appropriate budget identified for the identified Project.

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed **$50,000,** if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding **$50,000** must have prior approval by City Council through written amendment to this Agreement.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for the Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment "B".** Payments to the Consultant shall be made pursuant to **Attachment "D"**.

3.2 CONSULTANT'S SERVICES. The Basic Services to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C".**

3.3 CONSULTANT'S INVOICES. The Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to **Attachment "D"**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety days (90) of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of the Project. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

3.3.2 The Owner agrees to pay invoices for all services performed as soon as reasonably possible but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant's fee proposal, except by written amendment to this Agreement, executed by both parties.

3.4 PROJECT CONSTRUCTION BUDGET AND TIME. The Consultant acknowledges that the total project budget for the Project allocates is **$11,000,000.00** which is to include all features essential to the operation of the Project for its intended use as described in the Scope of Services and Project budget in **Attachment "A".** The Consultant does hereby agree to design the Project such that the Consultant's final agreed cost opinions for the construction of the Project, including all features essential to its intended use, is within the above budgeted amount for the base bid. If the Consultant's cost opinions exceed the Project Budget at any time, the Consultant shall make recommendations to the Owner to adjust the Project's size or quality and the Owner shall cooperate with the Consultant to adjust the scope of the Project. If all responsible bids exceed the City approved Consultant's final cost opinions by more than **ten percent (10%),** the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

3.5 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

ARTICLE IV.
PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The services called for by each phase shall begin upon the issuance of a Notice to Proceed from the City Engineer. The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachments "C" and "D".**

4.2 SUSPENSION. Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant's services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

4.3 TERMINATION. This Agreement may be terminated as provided herein.

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days'** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.3.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to

this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

4.3.3 TERMINATION FOR FAILURE TO COMPLY WITH SUBCHAPTER J, CHAPTER 552, GOVERNMENT CODE. The requirements of subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor or vendor agrees that the Contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

4.3.4 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

ARTICLE V.
INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. The Consultant shall procure and maintain insurance coverage as required herein and attached in **Attachment "E"**. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS' COMPENSATION INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Consultant's employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

> "The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured."

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

a) **Commercial General Liability**
$1,000,000.00 Per Occurrence
$1,000,000.00 Products/Completed Operations
$1,000,000.00 Personal and Advertising Injury

b) **AUTOMOBILE LIABILITY**
Combined Single Limit
$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of $2,000,000 per occurrence on a claims made basis.

5.1.4 OWNER AS ADDITIONAL INSURED. The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Agreement.

5.1.5 PROOF OF INSURANCE. The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this Agreement.

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

5.2 INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL INDEMNIFY HOLD HARMLESS, AND DEFEND OWNER, AND OWNER'S OFFICERS, DIRECTORS, PARTNERS, AGENTS CONSULTANTS, AND EMPLOYEES FROM AND AGAINST ANY CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS, AND ALL COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO THE PROJECT, PROVIDED THAT ANY SUCH CLAIM, COST, LOSS, OR DAMAGE IS ATTRIBUTABLE TO ANY NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT OR CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, AGENTS, CONSULTANTS OR EMPLOYEES. THE CONSULTANT SHALL NOT BE RESPONSIBLE FOR ANY ACTS OF ANY OF THE CITY'S INDEPENDENT PROJECT MANAGERS.

To the extent allowed by state law, the Owner will be responsible for its own actions.

ARTICLE VI.
FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, as further described in Attachment "F".

--The Texas Department of Transportation through an Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

6.1.1 CONTRACT ASSURANCE. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to

submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

6.2 TERMINATION FOR CANCELLATION OF GRANT. Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.

During the performance of this contract, Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

(1) **Compliance with Regulations**: Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination**: Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the

Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment**: In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) **Information and Reports**: Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance**: In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
b. Cancellation, termination or suspension of the contract in whole or in part.

(6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE VII.
GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment "D"**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant.

7.2 OPINION OF PROBABLE COST. As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant's final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant's most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project's scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations

7.3 CONSULTANT'S QUALITY OF WORK. The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment "D"** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner has the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and

design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects, other than the construction of the Project, shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant's records subject to audit shall include but not be limited to records which, have a bearing on matters of interest to the Owner in connection with the Consultant's work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant's records have been generated from computerized data, Consultant agrees to provide Owner's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to this Project, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times (limited to Consultant's office hours) and places upon reasonable notice.

7.6 CONTRACTING INFORMATION

The Contractor must preserve all contracting information related to this Contract as provided by the records retention schedule requirements applicable to the City for the duration of this Contract. Contractor will promptly provide the City any contracting information related to this Contract that is in the custody or possession of the Contractor on request of the City. On completion of this Contract, Contractor will either provide at no cost to the City all contracting information related to this Contract that is in the custody or possession of the Contractor or preserve the contracting information related to this Contract as provided by the records retention requirements applicable to the City.

7.7 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

7.8 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

7.9 GOVERNING LAW. The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

7.10 CAPTIONS. The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

7.11 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

7.12 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the Owner:	The City of El Paso Attn: City Manager P. O. Box 1890 El Paso, Texas 79950-1890
With a Copy to:	The City of El Paso Attn: City Engineer P. O. Box 1890 El Paso, Texas 79950-1890
To the Consultant:	Mijares Mora Architects, Inc. Jorge Mora, Principal-in-Charge 111 N. Festival Dr. El Paso, Texas 79912

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

7.13 CONFLICTING PROVISIONS. Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

7.14 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

(SIGNATURES ON THE FOLLOWING PAGES)

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

_____
Tomás González
City Manager

APPROVED AS TO FORM:

_____
Omar De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:

Jerry DeMuro/for
_____
Samuel Rodriguez, P.E., City Engineer
Capital Improvement Department

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2021, by **Tomás González,** as **City Manager** of the **City of El Paso, Texas**.

_____
Notary Public, State of Texas

My commission expires:

_____

(Signatures begin on following page)

CONSULTANT:
MIJARES MORA ARCHITECTS, INC.

By: _____
Name: Jorge Mora
Title: Prinicpal-In-Charge

ACKNOWLEDGEMENT

THE STATE OF Texas §
§
COUNTY OF El Paso §

This instrument was acknowledged before me on this 5th day of August, 2021, by Jorge Mora, on behalf of Consultant.

_____
Notary Public, State of Texas

My commission expires:

11/16/2021

SANDRA MACIAS
My Notary ID # 128108297
Expires November 16, 2021

(Exhibits on the following pages)

ATTACHMENT A
SCOPE OF WORK

1.0 PRODUCTS REQUIRED

1.1 Programming and predesign documents and reports (Pre Design) Phase
During this phase, the firm shall coordinate with stakeholders to define the requirements for development of facility concepts.

1.2 Schematic Design (Preliminary) Phase
During the Schematic Design Phase, the firm shall complete a Basis of Design Report to include preliminary design analysis and supporting engineering calculations. It is within this phase that the firm shall survey, investigate and discover all site conditions that may affect the design or project function, permitting, budget or schedule. It is also within this phase that firm will have identified all requirements to commence design with accurate assumptions.

The Schematic Design submittal shall include, but not be limited to the following:

- Cover Sheet with code and permit summary (90% complete)
- Architectural Plan and Details (minimum 30% complete)
- Civil Engineering Plan and Details (50% complete)
- Mechanical and Plumbing Plan and Details (50% complete)
- Structural Plan and Details (50% complete)
- Electrical Plan and Details (50% complete)
- Horizontal Control Plan (90% complete)
- Construction Notes (50% complete)
- Storm Water Pollution Prevention Plan (75% complete)
- Site Plan (75% complete)
- Grading Plan (50% complete)
- Landscape Plan (50% complete)
- Typical Landscape Details (75% complete)
- Preliminary Irrigation Layout (40% complete)
- Typical Irrigation Details (75% complete)
- Outline of Specs (90% complete)

1.3 Cost Estimating
The firm shall develop and submit with the schematic design a preliminary construction cost estimate.

1.4 City Review
At completion of each the schematic design phase, the firm shall make documents electronically to the City and stakeholder reviewers via BlueBeam Revu or similar PDF markup and editing software. The firm shall meet with the City within three working days of the submission for review. After meeting with the City, the firm shall have seven (7) consecutive calendar days to revise and resubmit plans.

If the City determines that the submittal does not comply with the above-required completion percentages, the firm shall resubmit in accordance with the above requirements. After the comments have been provided by City staff and addressed by the firm, the firm shall electronically submit the revised design package to the City within five (5) business days.

The firm shall submit a copy of their documented quality assurance design review with each submittal package.

Document formats, distribution and ownership
The firm shall make available to the City at no extra charge, all electronic project document files in native format including CAD and Building Information Model files.

2.0 DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES

2.1 Design Development (Pre-Final Design) Phase
The firm shall submit the following Design Development Phase submittal as applicable:

- Coversheet/ Code data (100% complete)
- Architectural Plan and Details (75% complete)
- Civil Engineering Plan and Details (75% complete)
- Mechanical and Plumbing Plan and Details (75% complete)
- Structural Plan and Details (75% complete)
- Electrical Plan and Details (75% complete)
- Horizontal Control Plan (100% complete)
- Construction Notes (90% complete)
- Storm Water Pollution Prevention Plan (100% complete)
- Typical Construction Details (100% complete)
- Special Construction Details (75% complete)
- Site Plan (90% complete)
- Grading Plan (95% complete)
- Landscape Plan (90% complete)
- Typical Landscape Details (100% complete)
- Special Landscape Details (75% complete)
- Pre-final Irrigation Layout (75% complete)
- Typical Irrigation Details (100% complete)
- Special Irrigation Details (75% complete)
- Outline of Specs (100% complete)
- Technical Specification (75% complete)

2.2 Final Design (100% Construction Documents)
The firm shall submit, at a minimum, the following Final Design Phase Submittal, as applicable:

- Cover Sheet (100% complete)
- Architectural Plan and Details (100% complete)
- Civil Engineering Plan and Details (100% complete)
- Mechanical and Plumbing Plan and Details (100% complete)
- Structural Plan and Details (100% complete)

- Electrical Plan and Details (100% complete)
- Horizontal Control Plan (100% complete)
- Construction Notes (100% complete)
- Storm Water Pollution Prevention Plan (100% complete)
- Typical Construction Details (100% complete)
- Special Construction Details (100% complete)
- Site Plan (100% complete)
- Grading Plan (100% complete)
- Landscape Plan (100% complete)
- Typical Landscape Details (100% complete)
- Special Landscape Details (100% complete)
- Irrigation, typical and special details (100% complete)
- Specifications (100% complete)

2.3 Cost Estimates
The firm shall develop and submit the construction cost estimates in each design phase. The construction cost estimate is expected to be within ten percent (10%) of the bid for base bid item expected from the lowest responsible bidder. The firm's final estimate shall take into account all labor costs that shall be based on the current City prevailing wage rates as adopted by the City Council.

2.4 Design Analysis
Design analysis shall include all engineering calculations for review by the City, governmental authorities who may have jurisdiction over each construction contract, and public utilities.

2.5 City Review
At completion of each design phase, the firm shall make documents electronically to the City and stakeholder reviewers via BlueBeam Revu or similar PDF markup and editing software. The firm shall meet with the City within three working days of the submission for review. After meeting with the City, the firm shall have seven (7) consecutive calendar days to revise and resubmit plans.

If the City determines that the submittal does not comply with the above-required completion percentages, the firm shall resubmit in accordance with the above requirements. After the comments have been provided by City staff and addressed by the firm, the firm shall electronically submit the revised design package to the City within five (5) business days.

The firm shall submit a copy of their documented quality assurance design review with each submittal package.

2.6 Document formats, distribution and ownership
Throughout the phase submittals and in advance of construction, the firm shall make available to the City at no extra charge, all electronic project document files in native format including CAD and Building Information Model files.

2.7 Bidding and Construction Administration

For bidding purposes, the firm shall submit a CD or flash drive consisting of PDFs and AutoCAD and BIM files of the sealed construction drawings, sealed technical specifications, scope of work, and unit price bid proposal form.

Before bid opening the firm shall provide a CD or flash drive consisting of PDFs of the revised sealed construction drawings, revised sealed technical specifications, revised scope of work, revised unit price bid proposal form, and written bid clarifications.

After bid opening and before preconstruction meeting the firm shall provide a CD or flash drive consisting of PDFs of the revised sealed construction drawings, revised sealed technical specifications, revised scope of work, revised unit price bid proposal form, and written bid clarifications. The firm shall also provide ten (10) paper plan sets of the revised sealed construction drawings, revised sealed technical specifications, revised scope of work, revised unit price bid proposal form, and written bid clarifications.

During construction project closeout the firm shall produce and provide as-built drawings in an electronic format.

mijares mora
ARCHITECTS INC.

May 20, 2021

Mr. Jerry DeMuro, PMP
City of El Paso
Capital Improvement Department
218 N. Campbell, 2nd Floor
El Paso, Texas 79901-1196

Reference: **El Paso Fire Department Special Operations Division Station**

Dear Mr. DeMuro

We sincerely appreciate this opportunity to provide the services of our firm as Architects for the above referenced project.

Per your request, the following is our hourly rate schedule for your review and consideration.

ARCHITECTURAL: Mijares – Mora Architects, Inc. – Hourly Rates

Personnel Title/Position	Hourly Billing Rate
Principal	$198.00
Senior Project Architect	$157.00
Staff Architect	$102.00
Project Manager	$ 96.00
Intern Architect	$ 89.00
CADD Technician (Draftperson)	$ 56.00
Clerical	$ 66.00

111 North Festival Drive
El Paso, TX 79912
(tel) 915.542.1591
(fax) 915.542.1594

mijares • mora

ARCHITECTS INC.

July 1, 2021

Mr. Jerry DeMuro, PMP
Assistant Director of Design
Capital Improvement Department
City of El Paso
218 N. Campbell, 2nd Floor
El Paso, Texas 79901

Reference: El Paso Fire Department
Special Operations Division Station
REVISED proposal

Dear Mr. DeMuro,

We sincerely appreciate this opportunity to offer the services of our firm as Architects for the above referenced project.

In addition to the Scope of Work defined in the REQUEST FOR STATEMENTS OF QUALIFICATION, per our video conference of June 8, 2021, we further understand the basic Project Scope to be as follows:

1. The site is the current site of the Tillman Health Center building at 222 S. Campbell.
2. The estimated gross area of the new Station is 20,000 sf.
3. Due to the constraints of the site, the station will likely be a two-story building.
4. The station is to house 10 apparatus, storage, fitness facility, living and sleeping quarters, and a public meeting room.
5. Secure parking for occupants of the station
6. Demolition of the current Central Fire Station will take place after completion of the new station; demolition of the existing fire station is not a part of the scope of this project.
7. The project is to be designed to meet Green Globes (two globes) requirements, however, formal submittal for certification will not be made to Green Globes.
8. The services of a fire protection engineer are not required; performance specifications will be prepared by the design team, for use by the contractor in developing the design and shop drawings.
9. An on-site representative during construction is not required of the design team.
10. Ten (10) paper plan sets are not required after the bid opening; all documents will be transmitted electronically to Capital Improvements Department.
11. The construction delivery method has not been determined.

Due to the current construction climate, we preliminarily estimate the construction cost of the subject project to be $11,000,000.00.

We are pleased to present a fee proposal as listed below, outlined per the various services requested.

111 NORTH FESTIVAL DRIVE
EL PASO, TEXAS · 79912
(tel) 915. 542.1591
(fax) 915.542.1594

Mr. Jerry DeMuro
El Paso Fire Department
Special Operations Division Station
Mijares Mora Architects
July 1, 2021

SERVICES

PRE-DESIGN

Mijares Mora Architects	$3,500.00
LEA Architects	$14,000.00
SUB-TOTAL	**$17,500.00**

BASIC SERVICES

Architectural (Mijares Mora Architects & LEA)	$603,370.00
Landscape Architect (Greenway Studio)	$19,900.00
Civil Engineer (Quantum Engineering)	$48,016.00
Structural Engineer (HKN Engineers)	$93,500.00
Mechanical Engineer (Fluid Systems)	$27,880.00
Electrical Engineer (Alpha Engineering Consultants)	$32,000.00
SUB - TOTAL	**$824,666.00**

ADDITIONAL SERVICES

IT/AV/Security (DataCom)	$29,026.00
FF&E (Contract Associates)	$4,385.00
Construction Cost Estimate (Balis & Co.)	$34,546.00
Survey (Precision Land Surveyors)	$5,690.00
Geotechnical report (ATLAS)	$9,000.00
5% markup on subs x $82,647.00	$4,132.00
SUB - TOTAL	**$86,779.00**

GREEN GLOBES

Mijares Mora Architects	$7,500.00
Sustainability consultant (Verdacity)	$15,000.00
Landscape Architect (Greenway Studio)	$1,800.00
Civil Engineer (Quantum Engineering)	$3,000.00
Structural Engineer (HKN Engineers)	$3,000.00
Mechanical Engineer (Fluid Systems)	$2,940.00
Electrical Engineer (Alpha Engineering Consultants)	$4,000.00
Commissioning Agent (BATH Commissioning)	$39,900.00
5% markup on subs x $77,140.00	$3,857.00
SUB - TOTAL	**$80,997.00**

REIMBURSABLES

Printing of Permit Sets (3)	$150.00
Tx Dept. of Licensing and Regulation project registration ($175.00 x 1.05)	$183.75
Registered Accessibility Specialist Fokus on Architecture ($1,625.00 x 1.05)	$1,706.25
Reimbursable allowance for LEA	$5,500.00
SUB - TOTAL	**$7,540.00**

The Pre-Design Phase is the programming phase during which we will define the project requirements. The efforts will include meetings with the stakeholders to gather information which will lead to establishment of the required spaces, occupancy/use/function, sizes, required relationships to each other, furnishings and equipment of the facility. Traffic and circulation requirements within the facility and site will be established. A tabulation of the net areas and probable gross building area will be calculated.

Fees required for plan review and permitting for construction by respective jurisdiction are **not** included in our proposal.

In summary, we respectfully propose a total lump sum fee of **$1,017,482.00.**

In addition, we respectfully propose the following breakdown of the Basic Services fee, for invoicing purposes, as follows:

Schematic Design Phase	15%
Design Development Phase	25%
Final Design Phase	35%
Bidding/negotiation	05%
Contract Administration (construction)	20%

Services such as the survey, geotechnical report, and cost estimate, will be invoiced upon their respective completion.

We hope you find the proposal in order. Should you have any questions, or comments, or should you require any additional information, please let us know.

Thank you for your consideration.

Respectfully submitted,

Jorge L. Mora, AIA, LEED AP, CNU-A, NCARB
Mijares Mora Architects, Inc.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

For the **"EL PASO FIRE DEPARTMENT SPEICAL OPERATIONS DIVISION STATION"** hereinafter referred to as the Project, the Consultant will provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.

2. The Consultant shall comply with the City of El Paso Engineering Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under this Agreement.

3. The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.

4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with oversight and management of the Project within the allocated budget. The Owner's review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

REPORT/CONCEPT PHASE

1. Upon receipt of the Owner's written authorization to proceed with the **Report Phase**, the Consultant shall:

a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.

b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.

c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in

connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

d. Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant's recommendations.

e. As per Attachment "D", furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.

2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.

3. As identified in the Scope of Work in Attachment "A", the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

PHASE I - PRELIMINARY DESIGN PHASE

The Consultant shall do the following:

1. Consult with the Owner to determine the Owner's requirements for the Project.

2. Provide at the Consultant's sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not

limited to, the Texas Department of Transportation and the U.S. Department of Interior, Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.

4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.

5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner's representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.

7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.

8. Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.

9. As per Attachment "D", furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

PHASE II - PRE-FINAL DESIGN PHASE

The Consultant shall do the following separately:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant's assistance in obtaining such approvals shall

include participation in submissions to and negotiations with the appropriate authorities. The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.

2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the **"Drawings,"** to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called **"Specifications."** These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.

3. Advise the Owner of any adjustment to the Consultant's previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant's cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor's method of pricing and that the Consultant's opinion of probable construction costs are made on the basis of professional judgment and experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.

4. Prepare proposal forms.

5. As per Attachment "D", furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

PHASE III - FINAL DESIGN PHASE

The Consultant shall do the following:

1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.

2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility company comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.

3. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.

4. As per Attachment "D", furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.

5. As per Attachment "D", furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.

6. Additional copies of the drawings and specifications beyond those identified in Attachment "D", required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

BIDDING PHASE

Upon receipt of Owner's written request, the Consultant shall provide any of the following services during the Bidding Phase:

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.

2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.

3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.

4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval authority over the Drawings and Specifications. As per Attachment "D", deliver copies of all addenda to the Owner for appropriate action.

5. As identified in Attachment "A", assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.

6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

CONSTRUCTION PHASE

At Owner's request, the Consultant shall provide any of the following services associated with the Construction Phase:

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.

2. Advise and consult with the Owner and act as the Owner's representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner's standard general conditions for construction projects, with such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.

3. Unless otherwise stipulated in Attachment "A", Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.

4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant's efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

Nothing in this Agreement shall be construed as requiring the Consultant to assume responsibility for or to guarantee the complete adherence of the construction contractor to the Drawings and Specifications and the construction contract documents.

5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within ten City working days following receipt of submittal documents.** The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.

6. Issue the Owner's instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner's approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner's representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract documents, subject to the Owner's interpretation of such terms and conditions. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.

7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.

8. Conduct with the Owner and construction contractor no more **than two brief preliminary inspections**, at times requested by the construction contractor to determine if the Project is ready for final inspection.

9. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA inspector or State certified ADA consultant, and the

construction contractor, a final inspection of the Project and prepare and publish a "punch list" of minor deficiencies to be corrected prior to final payment to the construction contractor. The **"punch list"** shall be furnished to the construction contractor and the Owner within **two City working days** after the final inspection.

10. Issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.

11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.

12. Furnish the Owner one set of reproducible **(D format)** "record" drawings **on Mylar** showing changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format

13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.

14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner's request, have recommendations implemented by the construction contractor.

15. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

16. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.

17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.

18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.

19. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.

20. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.

21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.

22. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.

23. Provide additional or extended services during construction made necessary by: **a)** work damaged by fire or other cause during construction; **b)** prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; **c)** Acceleration of the work schedule involving services beyond normal city working hours; or **d)** the construction contractor's default under the construction contract due to delinquency or insolvency.

24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.

25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

If authorized in writing by the Owner, through written amendment, the Consultant shall perform or obtain Additional Services noted below, which are not covered within the Agreement. No claim for Additional Services or cost shall be allowed unless the same was done pursuant to a written authorization dated prior to the Additional Services or cost and which was authorized pursuant to the policies and procedures of the Owner (i.e., passage by City Council). The Owner shall pay for such Additional Services as indicated in the Agreement.

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.

2. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner's scope or budget, except where the Consultant's preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant's final design cost opinions by **ten percent** or more.

3. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.

4. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.

5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

RESIDENT PROJECT SERVICES

1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Consultant in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.

2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the City Engineer before such services begin.

3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

ATTACHMENT "D"
PAYMENT SCHEDULE

For the project known as **"EL PASO FIRE DEPARTMENT SPEICAL OPERATIONS DIVISION STATION"**, hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **$1,017,482.00** for all Basic Services and reimbursables noted within the Agreement and its attachments.

PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

Lump Sum Payment to Consultant

Report/Concept Phase	**$ 111,819.00**
Preliminary Design (30% Design)	**$ 135,849.45**
Pre Final Design (60% Design)	**$ 226,415.75**
Final Design (90% Design)	**$ 316,982.05**
Bidding and Construction	**$ 226,415.75**

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant's proposal found in **Attachment "B"**. The time shown in **Attachment "B"** is an estimate. Should the services rendered during the construction phase exceed the estimated amount, written authorization will be required prior to rendering service. Written authorization shall be only by contract amendment in accordance with the contract provisions and applicable law.

The Owner shall make payments upon presentation of the Consultant's detailed Invoice and accompanying Summary and Progress Report and the Owner's written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/company location.

Reimbursable Costs: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Receipts: Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. ***Tips and alcohol are not reimbursable.***

No single invoice may include items for both August and September of any given year. The Owner's fiscal year begins on September 1st of each year and ends on August 31st of each year. The Consultant's invoices must be separated into items that end August 31st and those that begin on Septembers 1st of any given year, to coincide with the Owner's fiscal year.

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the Owner. A log is preferred showing the date, person's name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

Personal Automobile Mileage: Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. Movie costs for "Pay for View" or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

DELIVERABLE SCHEDULE

CONCEPT PHASE
The services called for in the Report Phase of this Agreement shall be completed concurrently with the preliminary design phase and **five** (**5**) **copies** of the Preliminary Study and Report shall be submitted within **30 consecutive calendar days** following the written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE I—PRELIMINARY DESIGN PHASE
The services called for in **Phase I** of this Agreement shall be completed and **ten (10) copies** of any required documents and opinion of probable construction costs shall be submitted within **120 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed. If Owner does not approve the preliminary design documents, the Consultant shall furnish **five (5) copies** of the resubmitted design documents.

PHASE II—PRE-FINAL DESIGN PHASE
The services called for in **Phase II** of this Agreement shall be completed and **ten (10) copies** the required documents and services shall be submitted within **90 consecutive calendar** days following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE III—FINAL DESIGN PHASE
The services called for in **Phase III** of this Agreement shall be completed and **ten** (**10) copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within **60 consecutive calendar** days following written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall

submit to Owner **Three (3) copies** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **ten (10) copies** of the final design documents and specifications for bidding to the Owner within **60 consecutive calendar days** following written authorization from the Owner for the Consultant to proceed. The time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment "C" and submit **one (1) copy** of all addenda to the Owner for appropriate action within **four (4) months.**

PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment "C" and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within **eighteen (18) months** from the date of substantial completion.

ATTACHMENT "E"
INSURANCE CERTIFICATE

MIJAMOR-01 VMCBAIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 4682
Hub International Insurance Services
201 E Main Drive
Suite 800
El Paso, TX 79901

CONTACT NAME: Samantha Morgan
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: samantha.morgan@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Company of America	25674
INSURER B : The Travelers Indemnity Company of America	25666
INSURER C : Travelers Commercial Insurance	36137
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Mijares Mora Architects, Inc.
111 N. Festival
El Paso, TX 79912

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			6807H230313	10/7/2020	10/7/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			BA0R094632	10/7/2020	10/7/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			CUP3G887594	10/7/2020	10/7/2021	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED X RETENTION $ 10,000							$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB6J79026A	10/7/2020	10/7/2021	PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

** Workers Comp Information **

Waiver of Subrogation - Blanket by written contract

The General Liability and Auto policies include a blanket automatic additional insured endorsement or policy terms that provide additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status subject to policy terms and conditions.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of El Paso
Attn: Capital Improvement Dept.
218 N. Campbell
El Paso, TX 79901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: MIJAMOR-01 VMCBAIN

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 4682	NAMED INSURED
Hub International Insurance Services		Mijares Mora Architects, Inc. 111 N. Festival El Paso, TX 79912
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
The General Liability, Auto and Workers Compensation policies include a blanket automatic waiver of subrogation endorsement that provides a waiver of subrogation only when there is a written contract between the named insured and the certificate holder that requires it subject to policy terms and conditions.

The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording subject to policy terms and conditions.

Project Name is #2021-1126R Architect and Engineering Services – El Paso Fire Department Special Operations Division Station.

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Client#: 169973 MIJARMOR

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Debi Wylie	
USI Southwest 7600C No. Capital of TX Hwy., Ste. 200 Austin, TX 78731	PHONE (A/C, No, Ext): 512-651-4159	FAX (A/C, No): 610-537-2782
	E-MAIL ADDRESS: debra.wylie@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : XL Specialty Insurance Company	37885
INSURED Mijares Mora Architects Inc. 111 N. Festival El Paso, TX 79912	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						GENERAL AGGREGATE	$
	OTHER:						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab Claims Made & Reported Pol			DPR9970067 Retro:12/15/94	12/15/2020	12/15/2021	$2,000,000 per claim $4,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Project #2021-1126R Architect and Engineering Services - El Paso Fire Department Special Operations Division Station

CERTIFICATE HOLDER

City of El Paso
Attn: Capital Improvement Dept.
218 N. Campbell
El Paso, TX 79901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James E. Zimmerman

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MCMZP

ARCHITECT & ENGINEERING SERVICES
SPECIAL OPRATIONS STATION

Solicitation No: 2021-1126R

August 17, 2021

Strategic Plan Goal:
No 2 Set Standard for a Safe and Secure City

Project Details

Rational:	Improve operational efficiencies by consolidating special operations functions housed in three separate fire stations into a new station
Location:	Downtown Tillman Health Center Site
District:	8
Total Budget:	$17.1 M
Funding Source:	2019 Public Safety Bond

Special Operations Housed in Three Locations

Fire Station 1

Fire Station 9

Fire Station 11

Special Operations Functions

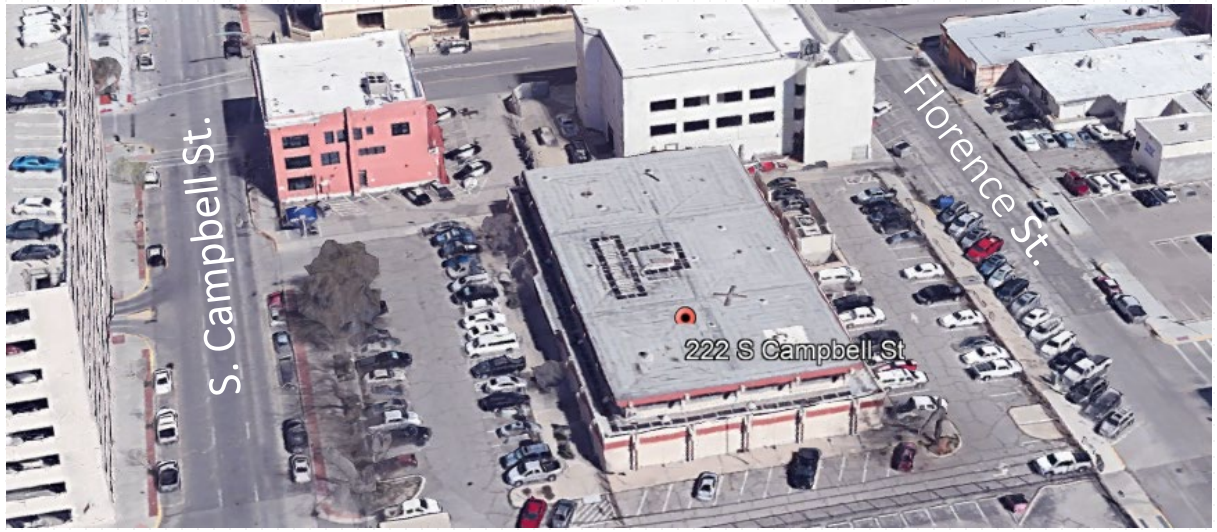
- **Technical Rescue:** responds to technical rescue incidents, involving high-angle, trenches and confined spaces.

- **Hazardous Materials:** responds to hazardous materials releases, weapons of mass destruction events and other hazardous conditions.

- **Combined Search and Rescue and Water Rescue** responds to mountain/ wilderness search and rescue and incidents at the refinery and water rescue including swift water rescue, open water and advanced open water scuba rescues.

Project Location

- To be located downtown at the Tillman site. Existing building to be demolished to make way for the station.
- Building was constructed in 1982 and has not been maintained since its last use by the city in 2013.
- Asbestos is present throughout the building including fire insulation and flooring on all three floors, mechanical ducting insulation, interior partitions, exterior pebble-tech facade, and roof insulation.
- Building is not equipped with energy efficient systems and structurally can not be retrofitted to accommodate weight of fire apparatuses
- New station design to meet LEED silver or Green Globe sustainability requirements and incorporate renewable energy technology.



Tillman Building

Procurement Summary

- Request for Qualifications advertised on March 9, 2021
  - Twelve (12) firms submitted Statements of Qualifications; nine (9) were local.
- Recommendation
  - Award the contract to Mijares-Mora, a local firm and teaming partners, in the amount of $1,017,482
  - Preliminary Schedule
    - ✓ Design: August 2021 – May 2022
    - ✓ Construction: July 2022 – July 2023

THANK YOU

EP TX
CITY OF EL PASO

Mission

Deliver exceptional services to support a high quality of life and place for our community

Values

Integrity, **R**espect, **E**xcellence, **A**ccountability, **P**eople

Vision

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government

Misión

Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad

Valores

Integridad, **R**espeto, **E**xcelencia, **R**esponsabilidad, **P**ersonas

Visión

Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño

File #: 21-928, **Version:** 2

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

All Districts
Capital Improvement Department, Sam Rodriguez, (915) 212-1808

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action that the City Manager be authorized to sign a two year On-Call Agreement for Professional Services to perform construction management services on a task order basis by and between the City of El Paso and each of the following six (6) consultants:

1. Broaddus & Associates, Inc.
2. CONSOR Engineering, LLC.
3. ECM International, Inc.
4. ESSCO International, Inc.
5. Moreno Cardenas, Inc.
6. Parkhill, Inc.

Each On-Call Agreement will be for an amount not to exceed Nine Hundred Thousand and No/100 Dollars ($900,000.00), and each agreement will include authorization for the City Engineer to approve additional Basic Services and Reimburseables for an amount not to exceed Fifty Thousand and No/100 Dollars ($50,000.00) and authorization for the City Engineer to approve Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars ($50,000.00) if the identified services are necessary for proper execution of identified project and if the increased amounts are within the appropriate budget identified for a project. In addition, the City Manager, or designee are authorized to establish the funding sources and make necessary budget transfers and execute any and all documents necessary for execution of each On-Call Agreement.

CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM

AGENDA DATE: August 17, 2021
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Sam Rodriguez, P.E., City Engineer
(915) 212-1808

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No.7: Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL: N/A

SUBJECT:
That the City Manager be authorized to sign a two year On-Call Agreement for Professional Services to perform construction management services on a task order basis by and between the City of El Paso and each of the following six (6) consultants:

1. Broaddus & Associates, Inc.
2. CONSOR Engineering, LLC.
3. ECM International, Inc.
4. ESSCO International, Inc.
5. Moreno Cardenas, Inc.
6. Parkhill, Inc.

Each On-Call Agreement will be for an amount not to exceed Nine Hundred Thousand and No/100 Dollars ($900,000.00), and each agreement will include authorization for the City Engineer to approve additional Basic Services and Reimburseables for an amount not to exceed Fifty Thousand and No/100 Dollars ($50,000.00) and authorization for the City Engineer to approve Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars ($50,000.00) if the identified services are necessary for proper execution of identified project and if the increased amounts are within the appropriate budget identified for a project. In addition, the City Manager, or designee are authorized to establish the funding sources and make necessary budget transfers and execute any and all documents necessary for execution of each On-Call Agreement.

BACKGROUND / DISCUSSION:
The On Call Agreement for professional services to perform construction management services assists the Capital Improvement Department as well as User Departments to expedite and complete tasks for projects. City Council approved the previous two year On Call Agreement for construction management services on August 6, 2019. This new agreement will be for a two-year term for an amount not to exceed $900,000.00, with an option to increase contract capacity up to $100,000.00 granted to the City Engineer.

PRIOR COUNCIL ACTION:
August 6, 2019 – City Council approved a two year on call agreement for professional services to perform construction management services on a task-by-task basis.

AMOUNT AND SOURCE OF FUNDING:
Capital Plans, bond programs

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _x__ YES ___NO

PRIMARY DEPARTMENT: Capital Improvement Department
SECONDARY DEPARTMENT: N/A

Revised 04/09/2021

********************REQUIRED AUTHORIZATION*********************

DEPARTMENT HEAD: Jerry DeMuro/for

Sam Rodriguez, P.E., City Engineer

Revised 04/09/2021

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign a two year On-Call Agreement for Professional Services to perform construction management services on a task order basis by and between the City of El Paso and each of the following six (6) consultants:

1. Broaddus & Associates, Inc.
2. Consor Engineering, LLC.
3. ECM International, Inc.
4. ESSCO International, Inc.
5. Moreno Cardenas, Inc.
6. Parkhill, Inc.

Each On-Call Agreement will be for an amount not to exceed Nine Hundred Thousand and No/00 Dollars ($900,000.00), and each agreement will include authorization for the City Engineer to approve additional Basic Services and Reimbursables for an amount not to exceed Fifty Thousand and No/100 Dollars ($50,000.00) and authorization for the City Engineer to approve Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars ($50,000.00) if the identified services are necessary for proper execution of identified project and if the increased amounts are within the appropriate budget identified for a project. In addition, the City Manager, or designee, is authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of each On-Call Agreement.

APPROVED THIS _____ DAY OF _____ 2021.

CITY OF EL PASO:

_____
Oscar Leeser
Mayor

ATTEST:

_____
Laura Prine
City Clerk

APPROVED AS TO FORM:

_____
Omar A. De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:

Jerry DeMuro/for
_____
Sam Rodriguez, City Engineer
Capital Improvement Department

CITY OF EL PASO
CAPITAL IMPROVEMENT DEPARTMENT
218 N. CAMPBELL, 2ND FLOOR
EL PASO, TEXAS 79901

EVALUATION COMMITTEE SCORE SUMMARY

SOLICITATION# 2021-1343R
ON CALL PROFESSIONAL SERVICES - CONSTRUCTION MANAGEMENT

	BROADDUS & ASSOCIATES	BROCK & BUSTILLOS	CONSOR	ECM	ESSCO	MORENO CARDENAS	NURAAMI	PARAGON	PARKHILL
Rater #1	77	70	76	80	74	67	63	67	75
Rater #2	79	72	90	86	81	84	83	75	81
Rater #3	69	68	79	71	66	73	72	70	73
Total Score	**225**	**210**	**245**	**237**	**221**	**224**	**218**	**212**	**229**

THE STATE OF TEXAS	**)**	**ON-CALL**
	)	**AGREEMENT FOR**
COUNTY OF EL PASO	**)**	**PROFESSIONAL SERVICES**

This Agreement is made this **___ day of _____, 2021** by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the **"Owner"**, and **BROADDUS & ASSOCIATES, INC.,** a Texas Corporation, hereinafter referred to as the **"Consultant"**.

WHEREAS, the Owner intends to engage the Consultant to perform professional construction management services on a task by task basis through the use of task orders referencing this Agreement, the scope of which is further described in **Attachment "A"**; and

WHEREAS, the Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner's selection procedure, in accordance with all applicable state and local laws and ordinances;

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

ARTICLE I
ATTACHMENTS

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment "A"	Scope of Services and Project Budget
Attachment "B"	Consultant's Fee Proposal and Hourly Rates
Attachment "C"	Consultant's Basic and Additional Services
Attachment "D"	Payment and Deliverable Schedules
Attachment "E"	Insurance Certificate
Attachment "F"	Federal Aviation Administration contract provisions for Airport Improvement Program Projects

ARTICLE II
PROJECT

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform on-call professional services on a Task Order basis. Each individual Task Order will identify the Project and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in **Attachment "A".**

2.2 For each Project, the Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

2.3 The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.

2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.

2.5 The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working days time period.

ARTICLE III
CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **Nine Hundred Thousand AND NO/00 DOLLARS ($900,000.00)** for all basic services and reimbursables performed pursuant to this Agreement.

No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of this Agreement.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00),** if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects.

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00),** if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding **FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00)** must have prior approval by City Council through written amendment to this Agreement.
The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for each Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment "B".**
Payments to the Consultant shall be made pursuant to **Attachment "D"**.

3.2 CONSULTANT'S SERVICES. The Basic Services and Additional Services, if any, to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C".**

3.3 CONSULTANT'S INVOICES. For each Project, the Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to the schedule established in **Attachment "D"**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety (90) days of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total Project budget, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of each phase. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

3.3.2 The Owner agrees to pay invoices for all services performed as soon as reasonably possible, but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant's fee proposal, except by written amendment to this Agreement, executed by both parties.

3.4 PROJECT CONSTRUCTION BUDGET. The Consultant acknowledges that the construction budget and a construction time for each Project will be identified in each Task Order.

3.5 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

ARTICLE IV
PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The term of this Agreement shall be for a period not to exceed **two (2) years** from the date first shown above. The services called for by each Task Order shall begin upon the issuance of a Notice to Proceed from the City Engineer and shall continue through the completion of the construction of the Project, including any required extensions beyond the contract time for construction of the Project, as may be directed by the Owner.

4.2 SUSPENSION. Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not

begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant's services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

4.3 TERMINATION. This Agreement may be terminated as provided herein.

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.3.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

4.3.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

ARTICLE V
INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS' COMPENSATION INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Consultant's employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

> "The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured."

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

a) **COMMERCIAL GENERAL LIABILITY**
$1,000,000.00 Per Occurrence
$2,000,000.00 General Aggregate
$2,000,000.00 Products/Completed Operations Aggregate
$1,000,000.00 Personal and Advertising Injury

Personal Injury or Death & Property Damage
$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

General Aggregate
$1,000,000.00
$1,000,000.00 per occurrence

b) **AUTOMOBILE LIABILITY**
Combined Single Limit
$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the

benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS ($1,000,000.00) on a claims made basis.

5.1.4 OWNER AS ADDITIONAL INSURED. The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Contract.

5.1.5 PROOF OF INSURANCE. The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this agreement.

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

Further, all polices shall provide either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy, that the insurance cannot be canceled or the amount of coverage changed without thirty (30) calendar days prior written notice to the City or ten (10) calendar days prior written notice for non-payment of insurance policy premiums.

5.2 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents consultants, and employees from and against any claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. The Consultant shall not be responsible for any acts of any of the City's Independent Project Managers.

To the extent allowed by state law, the Owner will be responsible for its own actions.

5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS. Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence,

professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed $250,000.00 per person or $500,000.00 per incident with property damage liability limited to $100,000.00 per incident.

ARTICLE VI
FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, as further described in Attachment "F".

--The Texas Department of Transportation through an Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

6.1.1 CONTRACT ASSURANCE. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

6.2 TERMINATION FOR CANCELLATION OF GRANT. Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.

During the performance of this contract, Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

(1) **Compliance with Regulations**: Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of

Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination**: Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment**: In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) **Information and Reports**: Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance**: In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
b. Cancellation, termination or suspension of the contract in whole or in part.

(6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE VII
GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is consistent with professional skill

and care, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment "D"**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment "D"**.

7.2 OPINION OF PROBABLE COST. As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant's final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant's most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project's scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

7.3 CONSULTANT'S QUALITY OF WORK. The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment "D"** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant

for this Project including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner shall have the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant's records subject to audit shall include but not be limited to records which, in the Owner's discretion, have a bearing on matters of interest to the Owner in connection with the Consultant's work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant's records have been generated from computerized data, Consultant agrees to provide Owner's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to this Project, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times and places.

7.6 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

7.7 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

7.8 GOVERNING LAW. The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

7.9 CAPTIONS. The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

7.10 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

7.11 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the Owner:	The City of El Paso Attn: City Manager P.O. Box 1890 El Paso, Texas 79950-1890
With a Copy to:	The City of El Paso Attn: City Engineer P.O. Box 1890 El Paso, Texas 79950-1890
To the Consultant:	Broaddus & Associates, Inc. Attn: James A. Broaddus 4707 Montana Ave. Suite 202 El Paso, Texas 79903

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

7.12 CONFLICTING PROVISIONS. Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

7.13 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

(Signatures on following page)

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Tomás González
City Manager

APPROVED AS TO FORM:

Omar A. De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:

Jerry DeMuro/for
Samuel Rodriguez, P.E., City Engineer
Capital Improvement Department

(Acknowledgment)

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2021, by **Tomás González,** as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

_____

(Signatures continue on following page)

CONSULTANT:
BROADDUS & ASSOCIATES, INC.

_____

By: James A. Broaddus
Title: President/CEO

(Acknowledgment)

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2021, by James A. Broaddus, as President/CEO of Broaddus & Associates, Inc**.**

_____

Notary Public, State of Texas

My commission expires:

_____

ATTACHMENT A
SCOPE OF WORK

The contracts will be used for miscellaneous assignments on an on call basis. Services include but are not limited to the following:

- Review project designs for constructability; develop independent cost estimates;
- As appropriate, participate in contractor procurement;
- Serve as the Owner's representative for construction; identify and make recommendations for approaches deviating from design documents, specifications and standards;
- Administer all phases of construction contracts from on-site mobilization, submittal reviews, change administration, project control, and closeout; ensure contractor compliance with construction contract requirements;
- Ensure compliance with design documents, applicable permits, and the City of El Paso's Capital Improvement Department Design Standards for Construction;
- Provide on-sight construction oversight; ensure site control and housekeeping measures are performed as needed;
- Stakeholder coordination during construction including project design teams where substantive design changes are requested during construction and/or to respond to requests for information/clarification/deviation;
- Assist in resolving issues related to construction progress
- Ensure appropriate coordination with utilities;
- Ensure construction impacts to residents/businesses is limited; where appropriate alert residents/businesses of extent and duration of impacts;
- Ensure timely responses to contractor inquiries as required from project stakeholders;
- Perform pre-construction/readiness reviews; schedule and lead regular construction progress meetings;
- Perform construction inspections and provide quality oversight; coordinate materials testing and verify acceptability of test results;
- Validate contractor schedules and cost estimates; monitor/report project progress and scope, schedule, and budget performance;
- Review and disposition construction submittals, including shop drawings, technical data, samples, etc., requests for information/change/deviation;
- Review/approve progress payment applications;
- Develop and recommend schedule and budget recovery measures as necessary;
- Negotiate change orders, estimate cost of work;
- Provide status and daily inspection reports identifying materials delivered, equipment and personnel on-site, activities performed, issues/directions.
- Maintain project records, including photographic documentation during construction; assist in project closeout as needed;
- Develop and maintain change order, correspondence, submittals, and Requests for Proposal/Information (RFP/RFI) logs;
- Develop and maintain construction documentation, including meeting minutes, daily reports and other documentation, including photo-documentation, as required;
- Provide value engineering recommendations;

- Coordinate all issues arising from projects to ensure the contractor has all the necessary information to complete projects; and,
- Monitor construction safety and implementation of the contractor(s) safety program; ensure site safety, security, and labor compliance measures as appropriate are adequate.

KEY OBJECTIVES:
The selected firms are expected to achieve the following:

- Serve as the Owner's representative for construction projects, coordinating directly with the City of El Paso Capital Improvement Department on all related tasks and construction activities.
- Advocate the interests of the City of El Paso.
- Implement creative and innovative approaches to problem solving.
- Provide effective and informative reports of the progress of construction.
- Implement an effective quality assurance program.
- Ensure the project will meet the intended results.
- Ensure that the project will support the user department's mission, accreditation standards, and compliance with best practices.
- Assess the adequacy of contractor schedules, including overall and look ahead schedules; monitor and report on schedule performance and where necessary identify schedule recovery measures.
- Monitor and report on project construction and construction management budgets.

ELECTRONIC DOCUMENT MANAGEMENT
The selected firms are to minimize the use of large amounts of paper in an effort to promote a "green approach" to document management. Several available web-based programs or software to store, manage, view, review, and comment are commercially available. Access to the document management software used by the firm(s) shall be provided to the City representative(s) throughout the duration of each task order issued under this contract. While not exhaustive, the following are some of the documents to be placed on web-based software:

- Concept documents
- Design documents including specifications and estimates
- Bid documents
- Contract terms and conditions
- Construction drawings
- Reissued construction drawings
- Submittals
- Correspondence
- Environmental Documentation
- Quality Assurance/Quality Control
- Meeting minutes
- Project schedules
- Daily reports
- Monthly reports
- Requests For Information/Change/Deviation
- Work Directives

- Inspection reports
- Observation reports
- Pay applications
- Change Orders
- Operations and maintenance documentation
- Closeout documents
- Warranty documents
- Photos

ATTACHMENT "B"
CONSULTANT'S FEE PROPOSAL AND HOURLY RATES

Broaddus & Associates	
"On-Call" Construction Management Services	
Labor Billing Rates	
Labor Category	**Hourly Rate**
Project Executive/Director/Area Manager	$ 205
Senior Project Manager	$ 179
Project Manager	$ 159
Assistant Project Manager	$ 148
Senior Construction Representative	$ 142
Construction Representative	$ 119
Planning Director/Master Planner	$ 178
Senior Planner/Programmer	$ 169
Project Planner	$ 125
Senior Cost Estimator	$ 170
Cost Estimator / Scheduler	$ 165
Senior BIM Manager	$ 155
BIM Manager	$ 125
BIM Data Technician	$ 105
Office Support/Administrative	$ 65

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

Each individual Task Order will identify the **"Project"**, and the Consultant shall provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.

2. The Consultant shall comply with the City of El Paso Engineering and Construction Management Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under the design phases of this Agreement.

3. The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.

4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with a project within the allocated budget. The Owner's review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

REPORT PHASE

1. Upon receipt of the Owner's written authorization to proceed with the **Report Phase**, the Consultant shall:

a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.

b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.

c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

d. Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant's recommendations.

e. As per Attachment "D", furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.

2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.

3. As identified in the Scope of Work in Attachment "A", the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

PHASE I - PRELIMINARY DESIGN PHASE

Upon receipt of the Owner's written authorization to proceed with the **Preliminary Design Phase**, the Consultant shall do the following separately for each construction contract:

1. Consult with the Owner to determine the Owner's requirements for the Project.

2. Provide at the Consultant's sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the

Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior, Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.

4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.

5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner's representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.

7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.

8. Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.

9. As per **Attachment "D"**, furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

PHASE II - PRE-FINAL DESIGN PHASE

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

Upon receipt of the Owner's written authorization to proceed with the Pre-Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant's assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities. The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.

2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the **"Drawings,"** to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called **"Specifications."** These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.

3. Advise the Owner of any adjustment to the Consultant's previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant's cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor's method of pricing and that the Consultant's opinion of probable construction costs are made on the basis of professional judgment and experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.

4. Prepare proposal forms.

5. As per **Attachment "D"**, furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not

approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

PHASE III - FINAL DESIGN PHASE

Upon receipt of the Owner's written authorization to proceed with the Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.

2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility Consultant comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.

3. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.

4. **As per Attachment "D"**, furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.

5. **As per Attachment "D"**, furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.

6. Additional copies of the drawings and specifications beyond those identified in **Attachment "D"**, required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

BIDDING PHASE

Upon receipt of Owner's written request, the Consultant shall provide any of the following services during the Bidding Phase:

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.

2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.

3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.

4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval authority over the Drawings and Specifications. As per Attachment "D", deliver copies of all addenda to the Owner for appropriate action.

5. As identified in Attachment "A", assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.

6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

CONSTRUCTION PHASE

At Owner's request, the Consultant shall provide any of the following services associated with the Construction Phase:

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.

2. Advise and consult with the Owner and act as the Owner's representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner's standard general conditions for construction projects, with

such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.

3. Unless otherwise stipulated in Attachment "A", Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.

4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant's efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

Nothing in this Agreement shall be construed as requiring the Consultant to assume responsibility for or to guarantee the complete adherence of the construction contractor to the Drawings and Specifications and the construction contract documents.

5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within ten City working days following receipt of submittal documents.** The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.

6. Issue the Owner's instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner's approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner's representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract

documents, subject to the Owner's interpretation of such terms and conditions. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.

7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.

8. Conduct with the Owner and construction contractor no more **than two brief preliminary inspections**, at times requested by the construction contractor to determine if the Project is ready for final inspection.

9. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA inspector or State certified ADA consultant, and the construction contractor, a final inspection of the Project and prepare and publish a "punch list" of minor deficiencies to be corrected prior to final payment to the construction contractor. The **"punch list"** shall be furnished to the construction contractor and the Owner within **two City working days** after the final inspection.

10. Issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.

11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.

12. Furnish the Owner one set of reproducible **(D format)** "record" drawings **on Mylar** showing changes made during the construction process, based on the marked-up prints,

drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format.

13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.

14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner's request, have recommendations implemented by the construction contractor.

15. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

16. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.

17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.

18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.

19. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.

20. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.

21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.

22. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.

23. Provide additional or extended services during construction made necessary by: **a)** work damaged by fire or other cause during construction; **b)** prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; **c)** Acceleration of the work schedule involving services beyond normal city working hours; or **d)** the

construction contractor's default under the construction contract due to delinquency or insolvency.

24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.

25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

If authorized in writing by the Owner, through written amendment, the Consultant shall perform or obtain Additional Services noted below, which are not covered within the Agreement. No claim for Additional Services or cost shall be allowed unless the same was done pursuant to a written authorization dated prior to the Additional Services or cost and which was authorized pursuant to the policies and procedures of the Owner (i.e., passage by City Council). The Owner shall pay for such Additional Services as indicated in the Agreement.

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.

2. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner's scope or budget, except where the Consultant's preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant's final design cost opinions by **ten percent** or more.

3. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.

4. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.

5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

RESIDENT PROJECT SERVICES

1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Consultant in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.

2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the City Engineer before such services begin.

3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

Fixed fee Payment to Consultant

Report Phase	**To be determined by Task Order**
Preliminary Design Phase	**To be determined by Task Order**
Pre-Final Design Phase	**To be determined by Task Order**
Final Design Phase	**To be determined by Task Order**
Bidding Phase	**To be determined by Task Order**
Construction Phase	**To be determined by Task Order**

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant's proposal found in **Attachment "B"**. The time shown in **Attachment "B"** is an estimate. Should the services rendered during the bidding and construction phases exceed the estimated amount, written authorization will be required prior to rendering services. Written authorization shall be only by contract amendment in accordance with the contract provisions. For contracts with a total value less than Fifty Thousand and No/100 Dollars ($50,000), the parties agree that at no time may the amount of the compensation under this contract exceed Fifty Thousand and No/100 Dollars ($50,000) except by execution of an amendment to this Agreement.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant's detailed Invoice and a Consulting Summary and Progress Report and the Owner's written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/Consultant location.

Reimbursable Costs: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Receipts: Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. ***Tips and alcohol are not reimbursable.***

No single invoice may include items for both August and September of any given year. The Owner's fiscal year begins on September 1st of each year and ends on August 31st of each year. Consultant's invoices must be separated into items that end August 31st and those that begin on Septembers 1st of any given year, to coincide with Owner's fiscal year.

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the City. A log is preferred showing the date, person's name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

Personal Automobile Mileage: Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. Movie costs for "Pay for View" or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

DELIVERABLE SCHEDULE

REPORT PHASE
The services called for in the Report Phase of this Agreement shall be completed and **5 copies** of the Preliminary Study and Report shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE I—PRELIMINARY DESIGN PHASE
The services called for in **Phase I** of this Agreement shall be completed and **10 copies** of any required documents and opinion of probable construction costs shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. If Owner does not approve the preliminary design documents, the Consultant shall furnish **five copies** of the resubmitted design documents.

PHASE II—PRE-FINAL DESIGN PHASE
The services called for in **Phase II** of this Agreement shall be completed and **10 copies** the required documents and services shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE III—FINAL DESIGN PHASE
The services called for in **Phase III** of this Agreement shall be completed and **10 copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **3 copies** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **10 copies** of the final design documents and specifications for bidding to the Owner within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment "C" and submit **1 copy** of all addenda to the Owner for appropriate action within **2 consecutive calendar days.**

PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment "C" and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within sixty days from the date of substantial completion.

Client#: 75546 ATTACHMENT "E" 14BROADAS1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/19/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Shirley Garza	
Marsh Wortham 221 West 6th Street, Suite1400 Austin, TX 78701 512 453-0031	PHONE (A/C, No, Ext): 512 453-0031	FAX (A/C, No): 512 453-0041
	E-MAIL ADDRESS: shirley.garza@marsh.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Indemnity Company	25658
INSURER B : Travelers Indemnity Co of America	25666
INSURER C : Beazley Insurance Company, Inc.	37540
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Broaddus & Associates, Inc.
1301 S. Capital of Texas Highway
Suite A-302
Austin, TX 78746

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:			6802N539513 TOTAL AGGREGATE	03/14/2021	03/14/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $5,000 $1,000,000 $2,000,000 $2,000,000 $12,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			BA6R8048302147	03/14/2021	03/14/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $10,000			CUP2N5478872147	03/14/2021	03/14/2022	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Y / N: N) (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB2N265731	03/14/2021	03/14/2022	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C	Professional Liability Coverage			V1535E200701	03/14/2021	03/14/2022	$1,000,000 Each Claim $1,000,000 Aggregate $100,000 Deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

NAMED INSURED IS COMPLETED TO READ: Broaddus & Associates, Inc.; Broaddus Planning, LLC

Schedule of Forms and Endorsements:
Commercial General Liability Coverage Form CGT1 00 02/19
*Blanket Additional Insured (Architects, Engineers and Surveyors) CG D3 81 09 15 [provides Additional
(See Attached Descriptions)

CERTIFICATE HOLDER

Information Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh Wortham, a division of Marsh USA Inc

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Insured, as required by written contract basis]
***Architects, Engineers and Surveyors Coverage XTend Endorsement CG D3 79 02/19 [provides Waiver of Subrogation, As Required by Written Contract, AND Automatic Additional Insured status for the following: Mortgagees, Assignees, Successors or Receivers; Governmental Entities - Permits or Authorizations Relating to Premises; Governmental Entities - Permits or Authorizations Relating to Operations]**
***Other Insurance - Additional Insureds - Primary and Non-Contributory with Respect to Certain Other Insurance CGD425 07/08 [As Required by Written Contract]**
***Designated Person or Organization- Notice of Cancellation or NonRenewal Provided by Us IL T400 05/19 [30 days for reasons other than non-payment, As Required by Written Contract]**

Business Auto Coverage Form CA 00 01 10 13
***Business Auto Extension Endorsement CA T3 53 02/15 [for Additional Insured and Waiver of Subrogation, As Required Additional Insured - PRIMARY AND NON-CONTRIBUTORY with Other Insurance [as required by Written Contract]**
***Designated Person or Organization - Notice of Cancellation Provided by Us IL T4 05 05/19 [30-days for reasons other than non-payment, As Required by Written Contract]**

Workers' Compensation and Employers Liability Insurance Policy WC 00 00 00 C
***Waiver of Our Right to Recover from Others Endorsement WC 00 01 13 (00-001 [blanket, as required by written contract]**
***Notice of Cancellation to Designated Persons or Organizations WC 99 06 R3(00)-001 [30 days, as required by written contract]**

Excess Follow-Form and Umbrella Liability Insurance EU 0001 07/16 [includes the following provision, as required by written contract: Additional Insured, via "Who is an insured": any other person or organization qualifying as an [additional] insured in the "underlying insurance"; Waiver of Transfers of Rights of Recovery Against Others to us (waiver of subrogation); Primary and/or Primary and Non Contributory
insurance]
Designated Person or Organization - Notice of Cancellation or Nonrenewal Provided by Us IL T400 05/19 [30 days notice of cancellation (other than nonpayment), as required by written contract]

Architects and Engineers Professional Liability F00120 03/2016
Evidence of Insurance Coverage Only

ATTACHMENT "F"

FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

In this Attachment "F", the term "Contractor" shall refer to the "Consultant", and the term "Airport Sponsor" shall refer to the "City".

If there are any conflicts between the terms and conditions of Attachment "F" and Article VI of the Agreement, the terms and conditions of Attachment "F" will prevail.

A. GENERAL REQUIREMENT FOR CONTRACT

1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;

2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;

3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and

4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

B. FAILURE TO COMPLY

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,

2. Terminate the contract,

3. Seek suspension/debarment, or

4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

C. CONTRACT PROVISIONS

1. ACCESS TO RECORDS AND REPORTS (all AIP-funded projects)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized

representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after the final payment is made and all pending matters are closed.

2. **BREACH OF CONTRACT TERMS (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at $100,000.)**

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. **BUY AMERICAN PREFERENCES (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)**

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

*****

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:

a. Only installing steel and manufactured products produced in the United States; or

b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.

2. To faithfully comply with providing US domestic products

3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.

2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To furnish US domestic product for any waiver request that the FAA rejects.

5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "facility". The required documentation for a type 3 waiver is:

a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
c. Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

a. Detailed cost information for total project using US domestic product
b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

a. Only installing steel and manufactured products produced in the United States, or;

b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;

c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.

2. To faithfully comply with providing US domestic product

3. To furnish US domestic product for any waiver request that the FAA rejects

4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.

2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
c. Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

a. Detailed cost information for total project using US domestic product
b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

4. GENERAL CIVIL RIGHTS PROVISIONS (all contracts)

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

5. CIVIL RIGHTS-TITLE IV COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS (all AIP funded projects)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities,** as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

   a. Withholding payments to the contractor under the contract until the contractor complies; and/or

   b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontractor or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

6. <u>CLEAN AIR AND WATER POLLUTION CONTROL</u> (all contracts that exceed $100,000)

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

4. To include or cause to be included in any construction contract or subcontract which exceeds $100,000 the aforementioned criteria and requirements.

7. <u>CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS</u> (all contracts that exceed $100,000)

1. Overtime Requirements.

   No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

   In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of $10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

8. CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR) (all contracts that exceed $25,000)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

9. DISADVANTAGED BUSINESS ENTERPRISES (all AIP-funded projects)

Contract Assurance (49 CFR § 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (49 CFR §26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame

may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

10. <u>FEDERAL FAIR LABOR STANDARDS ACT</u> (FEDERAL MINIMUM WAGE) (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	**Federal Agency with Enforcement Responsibilities**
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

11. <u>LOBBYING AND INFLUENCING FEDERAL EMPLOYEES</u> (all AIP-funded projects)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to

a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

12. <u>OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970</u> (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

13. <u>RIGHTS TO INVENTIONS</u> (all AIP-funded projects)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

14. <u>TERMINATION OF CONTRACT</u> (contracts that exceed $10,000)

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.

3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed

to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. <u>TRADE RESTRICTION CLAUSE</u> (all AIP-funded projects)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may

direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

16. <u>TEXTING WHEN DRIVING</u> (all contracts)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 “Text Messaging While Driving” (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.

THE STATE OF TEXAS	**)**	**ON-CALL**
	)	**AGREEMENT FOR**
COUNTY OF EL PASO	**)**	**PROFESSIONAL SERVICES**

This Agreement is made this **___ day of _____, 2021** by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the **"Owner"**, and **CONSOR ENGINEERS, LLC.,** a Florida Limited Liability Company, hereinafter referred to as the **"Consultant"**.

WHEREAS, the Owner intends to engage the Consultant to perform construction management services on a task by task basis through the use of task orders referencing this Agreement, the scope of which is further described in **Attachment "A"**; and

WHEREAS, the Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner's selection procedure, in accordance with all applicable state and local laws and ordinances;

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

ARTICLE I
ATTACHMENTS

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment "A"	Scope of Services and Project Budget
Attachment "B"	Consultant's Fee Proposal and Hourly Rates
Attachment "C"	Consultant's Basic and Additional Services
Attachment "D"	Payment and Deliverable Schedules
Attachment "E"	Insurance Certificate
Attachment "F"	Federal Aviation Administration contract provisions for Airport Improvement Program Projects

ARTICLE II
PROJECT

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform on-call professional services on a Task Order basis. Each individual Task Order will identify the Project and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in **Attachment "A".**

2.2 For each Project, the Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

2.3 The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.

2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.

2.5 The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working days time period.

ARTICLE III
CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **Nine Hundred Thousand AND NO/00 DOLLARS ($900,000.00)** for all basic services and reimbursables performed pursuant to this Agreement.

No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of this Agreement.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00),** if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects.

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00),** if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding **FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00)** must have prior approval by City Council through written amendment to this Agreement.
The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for each Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment "B".**

Payments to the Consultant shall be made pursuant to **Attachment "D"**.

3.2 CONSULTANT'S SERVICES. The Basic Services and Additional Services, if any, to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C".**

3.3 CONSULTANT'S INVOICES. For each Project, the Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to the schedule established in **Attachment "D"**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety (90) days of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total Project budget, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of each phase. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

3.3.2 The Owner agrees to pay invoices for all services performed as soon as reasonably possible, but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant's fee proposal, except by written amendment to this Agreement, executed by both parties.

3.4 PROJECT CONSTRUCTION BUDGET. The Consultant acknowledges that the construction budget and a construction time for each Project will be identified in each Task Order.

3.5 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

ARTICLE IV
PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The term of this Agreement shall be for a period not to exceed **two (2) years** from the date first shown above. The services called for by each Task Order shall begin upon the issuance of a Notice to Proceed from the City Engineer and shall continue through the completion of the construction of the Project, including any required extensions beyond the contract time for construction of the Project, as may be directed by the Owner.

4.2 SUSPENSION. Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction

contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant's services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

4.3 TERMINATION. This Agreement may be terminated as provided herein.

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.3.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

4.3.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

ARTICLE V
INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS' COMPENSATION INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Consultant's employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

> "The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured."

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

a) **COMMERCIAL GENERAL LIABILITY**
$1,000,000.00 Per Occurrence
$2,000,000.00 General Aggregate
$2,000,000.00 Products/Completed Operations Aggregate
$1,000,000.00 Personal and Advertising Injury

Personal Injury or Death & Property Damage
$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

General Aggregate
$1,000,000.00
$1,000,000.00 per occurrence

b) **AUTOMOBILE LIABILITY**
Combined Single Limit
$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the

benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS ($1,000,000.00) on a claims made basis.

5.1.4 OWNER AS ADDITIONAL INSURED. The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Contract.

5.1.5 PROOF OF INSURANCE. The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this agreement.

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

Further, all polices shall provide either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy, that the insurance cannot be canceled or the amount of coverage changed without thirty (30) calendar days prior written notice to the City or ten (10) calendar days prior written notice for non-payment of insurance policy premiums.

5.2 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents consultants, and employees from and against any claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. The Consultant shall not be responsible for any acts of any of the City's Independent Project Managers.

To the extent allowed by state law, the Owner will be responsible for its own actions.

5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS. Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence,

professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed $250,000.00 per person or $500,000.00 per incident with property damage liability limited to $100,000.00 per incident.

ARTICLE VI
FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, as further described in Attachment "F".

--The Texas Department of Transportation through an Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

6.1.1 CONTRACT ASSURANCE. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this

contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

6.2 TERMINATION FOR CANCELLATION OF GRANT. Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.

During the performance of this contract, Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

(1) **Compliance with Regulations**: Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations),

which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination**: Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment**: In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) **Information and Reports**: Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance**: In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

   a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
   b. Cancellation, termination or suspension of the contract in whole or in part.

(6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE VII
GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is consistent with professional skill and care, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment "D"**. It is acknowledged that the Consultant does not have

control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment "D"**.

7.2 OPINION OF PROBABLE COST. As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant's final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant's most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project's scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

7.3 CONSULTANT'S QUALITY OF WORK. The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment "D"** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the Owner, who shall be vested with all common

law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner shall have the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant's records subject to audit shall include but not be limited to records which, in the Owner's discretion, have a bearing on matters of interest to the Owner in connection with the Consultant's work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant's records have been generated from computerized data, Consultant agrees to provide Owner's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to this Project, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times and places.

7.6 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

7.7 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

7.8 GOVERNING LAW. The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

7.9 CAPTIONS. The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

7.10 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

7.11 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the Owner:	The City of El Paso Attn: City Manager P.O. Box 1890 El Paso, Texas 79950-1890
With a Copy to:	The City of El Paso Attn: City Engineer P.O. Box 1890 El Paso, Texas 79950-1890
To the Consultant:	CONSOR Engineers, LLC. Attn: Ricardo Prieto, P.E. 1501 N. Mesa St., Suite 200 El Paso, Texas 79902

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

7.12 CONFLICTING PROVISIONS. Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

7.13 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

(Signatures on following page)

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Tomás González
City Manager

APPROVED AS TO FORM:

Omar A. De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:

Jerry DeMuro/for

Samuel Rodriguez, P.E., City Engineer
Capital Improvement Department

(Acknowledgment)

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2021, by **Tomás González,** as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

_____

(Signatures continue on following page)

CONSULTANT:
CONSOR ENGINEERS, LLC.

By: Ricardo Prieto, P.E.
Title: Senior Vice President

(Acknowledgment)

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 06 day of August, 2021, by Ricardo Prieto, P.E., as Senior Vice President of CONSOR Engineers, LLC.

Notary Public, State of Texas

My commission expires:

01-16-25

NORMA BAIRD
My Notary ID # 12162401
Expires January 16, 2025

ATTACHMENT A
SCOPE OF WORK

The contracts will be used for miscellaneous assignments on an on call basis. Services include but are not limited to the following:

- Review project designs for constructability; develop independent cost estimates;
- As appropriate, participate in contractor procurement;
- Serve as the Owner's representative for construction; identify and make recommendations for approaches deviating from design documents, specifications and standards;
- Administer all phases of construction contracts from on-site mobilization, submittal reviews, change administration, project control, and closeout; ensure contractor compliance with construction contract requirements;
- Ensure compliance with design documents, applicable permits, and the City of El Paso's Capital Improvement Department Design Standards for Construction;
- Provide on-sight construction oversight; ensure site control and housekeeping measures are performed as needed;
- Stakeholder coordination during construction including project design teams where substantive design changes are requested during construction and/or to respond to requests for information/clarification/deviation;
- Assist in resolving issues related to construction progress
- Ensure appropriate coordination with utilities;
- Ensure construction impacts to residents/businesses is limited; where appropriate alert residents/businesses of extent and duration of impacts;
- Ensure timely responses to contractor inquiries as required from project stakeholders;
- Perform pre-construction/readiness reviews; schedule and lead regular construction progress meetings;
- Perform construction inspections and provide quality oversight; coordinate materials testing and verify acceptability of test results;
- Validate contractor schedules and cost estimates; monitor/report project progress and scope, schedule, and budget performance;
- Review and disposition construction submittals, including shop drawings, technical data, samples, etc., requests for information/change/deviation;
- Review/approve progress payment applications;
- Develop and recommend schedule and budget recovery measures as necessary;
- Negotiate change orders, estimate cost of work;
- Provide status and daily inspection reports identifying materials delivered, equipment and personnel on-site, activities performed, issues/directions.
- Maintain project records, including photographic documentation during construction; assist in project closeout as needed;
- Develop and maintain change order, correspondence, submittals, and Requests for Proposal/Information (RFP/RFI) logs;
- Develop and maintain construction documentation, including meeting minutes, daily reports and other documentation, including photo-documentation, as required;
- Provide value engineering recommendations;

- Coordinate all issues arising from projects to ensure the contractor has all the necessary information to complete projects; and,
- Monitor construction safety and implementation of the contractor(s) safety program; ensure site safety, security, and labor compliance measures as appropriate are adequate.

KEY OBJECTIVES:
The selected firms are expected to achieve the following:

- Serve as the Owner's representative for construction projects, coordinating directly with the City of El Paso Capital Improvement Department on all related tasks and construction activities.
- Advocate the interests of the City of El Paso.
- Implement creative and innovative approaches to problem solving.
- Provide effective and informative reports of the progress of construction.
- Implement an effective quality assurance program.
- Ensure the project will meet the intended results.
- Ensure that the project will support the user department's mission, accreditation standards, and compliance with best practices.
- Assess the adequacy of contractor schedules, including overall and look ahead schedules; monitor and report on schedule performance and where necessary identify schedule recovery measures.
- Monitor and report on project construction and construction management budgets.

ELECTRONIC DOCUMENT MANAGEMENT
The selected firms are to minimize the use of large amounts of paper in an effort to promote a "green approach" to document management. Several available web-based programs or software to store, manage, view, review, and comment are commercially available. Access to the document management software used by the firm(s) shall be provided to the City representative(s) throughout the duration of each task order issued under this contract. While not exhaustive, the following are some of the documents to be placed on web-based software:

- Concept documents
- Design documents including specifications and estimates
- Bid documents
- Contract terms and conditions
- Construction drawings
- Reissued construction drawings
- Submittals
- Correspondence
- Environmental Documentation
- Quality Assurance/Quality Control
- Meeting minutes
- Project schedules
- Daily reports
- Monthly reports
- Requests For Information/Change/Deviation
- Work Directives

- Inspection reports
- Observation reports
- Pay applications
- Change Orders
- Operations and maintenance documentation
- Closeout documents
- Warranty documents
- Photos

ATTACHMENT "B"
CONSULTANT'S FEE PROPOSAL AND HOURLY RATES

SPECIFIED RATE PAYMENT BASIS			
PRIME PROVIDER NAME: CONSOR ENGINEERS, LLC.			
DIRECT LABOR			
OFFICE PERSONNEL LABOR CLASSIFICATION	**YEARS OF EXPERIENCE**	**Hourly Base Rate**	**Contract Rate FY 2021**
Project Manager	10 to 20	$81.25	$231.17
Project Engineer	10 to 15	$58.00	$165.02
EIT	1 to 5	$34.00	$96.74
Senior CADD Operator	15+	$40.00	$113.81
CADD Operator	5 to 15	$28.00	$79.66
Utility Coordinator		$40.00	$113.81
Senior Scheduler	15+	$62.99	$179.22
Scheduller III	10 to 15	$32.58	$92.69
Record Keeper		$29.46	$83.82
Admin/Clerical		$23.00	$65.44
FIELD PERSONNEL LABOR CLASSIFICATION/YRS OF EXP	**YEARS OF EXPERIENCE**	**Hourly Base Rate**	**Contract Rate FY 2021**
Resident Engineer (PE)	15+	$65.38	$149.45
Field Engineer (PE)	10+	$50.45	$115.32
Construction Superintendent	15+	$54.00	$123.44
Construction Inspector IV	15+	$46.00	$105.15
Construction Inspector III	10 to 15	$38.00	$86.86
Construction Inspector II	5 to 10	$34.00	$77.72
Construction Inspector I	1 to 5	$28.00	$64.01
158.65% **HOME OFFICE OVERHEAD** 10% PROFIT 2.85 MULTIPLIER		Contract Rates include labor, overhead and profit. Contract Rates to be used to derive lump sum totals.	
107.81% **FELD OFFICE OVERHEAD** 10% PROFIT 2.29 MULTIPLIER			

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

Each individual Task Order will identify the **"Project"**, and the Consultant shall provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.

2. The Consultant shall comply with the City of El Paso Engineering and Construction Management Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under the design phases of this Agreement.

3. The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.

4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with a project within the allocated budget. The Owner's review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

REPORT PHASE

1. Upon receipt of the Owner's written authorization to proceed with the **Report Phase**, the Consultant shall:

a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.

b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.

c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

d. Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant's recommendations.

e. As per Attachment "D", furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.

2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.

3. As identified in the Scope of Work in Attachment "A", the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

PHASE I - PRELIMINARY DESIGN PHASE

Upon receipt of the Owner's written authorization to proceed with the **Preliminary Design Phase**, the Consultant shall do the following separately for each construction contract:

1. Consult with the Owner to determine the Owner's requirements for the Project.

2. Provide at the Consultant's sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the

Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior, Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.

4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.

5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner's representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.

7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.

8. Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.

9. As per **Attachment "D"**, furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

PHASE II - PRE-FINAL DESIGN PHASE

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

Upon receipt of the Owner's written authorization to proceed with the Pre-Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant's assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities. The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.

2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the **"Drawings,"** to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called **"Specifications."** These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.

3. Advise the Owner of any adjustment to the Consultant's previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant's cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor's method of pricing and that the Consultant's opinion of probable construction costs are made on the basis of professional judgment and experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.

4. Prepare proposal forms.

5. As per **Attachment "D"**, furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not

approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

PHASE III - FINAL DESIGN PHASE

Upon receipt of the Owner's written authorization to proceed with the Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.

2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility Consultant comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.

3. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.

4. **As per Attachment "D"**, furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.

5. **As per Attachment "D"**, furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.

6. Additional copies of the drawings and specifications beyond those identified in **Attachment "D"**, required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

BIDDING PHASE

Upon receipt of Owner's written request, the Consultant shall provide any of the following services during the Bidding Phase:

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.

2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.

3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.

4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval authority over the Drawings and Specifications. As per Attachment "D", deliver copies of all addenda to the Owner for appropriate action.

5. As identified in Attachment "A", assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.

6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

CONSTRUCTION PHASE

At Owner's request, the Consultant shall provide any of the following services associated with the Construction Phase:

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.

2. Advise and consult with the Owner and act as the Owner's representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner's standard general conditions for construction projects, with

such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.

3. Unless otherwise stipulated in Attachment "A", Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.

4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant's efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

Nothing in this Agreement shall be construed as requiring the Consultant to assume responsibility for or to guarantee the complete adherence of the construction contractor to the Drawings and Specifications and the construction contract documents.

5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within ten City working days following receipt of submittal documents.** The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.

6. Issue the Owner's instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner's approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner's representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract

documents, subject to the Owner's interpretation of such terms and conditions. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.

7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.

8. Conduct with the Owner and construction contractor no more **than two brief preliminary inspections**, at times requested by the construction contractor to determine if the Project is ready for final inspection.

9. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA inspector or State certified ADA consultant, and the construction contractor, a final inspection of the Project and prepare and publish a "punch list" of minor deficiencies to be corrected prior to final payment to the construction contractor. The **"punch list"** shall be furnished to the construction contractor and the Owner within **two City working days** after the final inspection.

10. Issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.

11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.

12. Furnish the Owner one set of reproducible **(D format)** "record" drawings **on Mylar** showing changes made during the construction process, based on the marked-up prints,

drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format.

13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.

14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner's request, have recommendations implemented by the construction contractor.

15. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

16. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.

17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.

18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.

19. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.

20. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.

21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.

22. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.

23. Provide additional or extended services during construction made necessary by: **a)** work damaged by fire or other cause during construction; **b)** prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; **c)** Acceleration of the work schedule involving services beyond normal city working hours; or **d)** the

construction contractor's default under the construction contract due to delinquency or insolvency.

24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.

25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

If authorized in writing by the Owner, through written amendment, the Consultant shall perform or obtain Additional Services noted below, which are not covered within the Agreement. No claim for Additional Services or cost shall be allowed unless the same was done pursuant to a written authorization dated prior to the Additional Services or cost and which was authorized pursuant to the policies and procedures of the Owner (i.e., passage by City Council). The Owner shall pay for such Additional Services as indicated in the Agreement.

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.

2. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner's scope or budget, except where the Consultant's preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant's final design cost opinions by **ten percent** or more.

3. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.

4. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.

5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

RESIDENT PROJECT SERVICES

1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Consultant in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.

2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the City Engineer before such services begin.

3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

Fixed fee Payment to Consultant

Report Phase	**To be determined by Task Order**
Preliminary Design Phase	**To be determined by Task Order**
Pre-Final Design Phase	**To be determined by Task Order**
Final Design Phase	**To be determined by Task Order**
Bidding Phase	**To be determined by Task Order**
Construction Phase	**To be determined by Task Order**

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant's proposal found in **Attachment "B"**. The time shown in **Attachment "B"** is an estimate. Should the services rendered during the bidding and construction phases exceed the estimated amount, written authorization will be required prior to rendering services. Written authorization shall be only by contract amendment in accordance with the contract provisions. For contracts with a total value less than Fifty Thousand and No/100 Dollars ($50,000), the parties agree that at no time may the amount of the compensation under this contract exceed Fifty Thousand and No/100 Dollars ($50,000) except by execution of an amendment to this Agreement.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant's detailed Invoice and a Consulting Summary and Progress Report and the Owner's written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/Consultant location.

Reimbursable Costs: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Receipts: Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. ***Tips and alcohol are not reimbursable.***

No single invoice may include items for both August and September of any given year. The Owner's fiscal year begins on September 1st of each year and ends on August 31st of each year. Consultant's invoices must be separated into items that end August 31st and those that begin on Septembers 1st of any given year, to coincide with Owner's fiscal year.

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the City. A log is preferred showing the date, person's name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

Personal Automobile Mileage: Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. Movie costs for "Pay for View" or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

DELIVERABLE SCHEDULE

REPORT PHASE
The services called for in the Report Phase of this Agreement shall be completed and **5 copies** of the Preliminary Study and Report shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE I—PRELIMINARY DESIGN PHASE
The services called for in **Phase I** of this Agreement shall be completed and **10 copies** of any required documents and opinion of probable construction costs shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. If Owner does not approve the preliminary design documents, the Consultant shall furnish **five copies** of the resubmitted design documents.

PHASE II—PRE-FINAL DESIGN PHASE
The services called for in **Phase II** of this Agreement shall be completed and **10 copies** the required documents and services shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE III—FINAL DESIGN PHASE
The services called for in **Phase III** of this Agreement shall be completed and **10 copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **3 copies** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **10 copies** of the final design documents and specifications for bidding to the Owner within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment "C" and submit **1 copy** of all addenda to the Owner for appropriate action within **2 consecutive calendar days.**

PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment "C" and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within sixty days from the date of substantial completion.

ATTACHMENT "E"

ACORD

CERTIFICATE OF LIABILITY INSURANCE

12/31/2021

DATE (MM/DD/YYYY) 4/15/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1407115 Consor Engineers, LLC 15310 Park Row Houston TX 77084	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Lexington Insurance Company — 19437 INSURER B : Hartford Insurance Co of the Midwest — 37478 INSURER C : Great American Insurance Company — 16691 INSURER D : Manufacturers Alliance Insurance Company — 36897 INSURER E : Pennsylvania Manufacturers' Assoc Ins Co — 12262 INSURER F : AXIS Surplus Insurance Company — 26620

COVERAGES **CERTIFICATE NUMBER:** 17720092 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	N	035417916	12/31/2020	12/31/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ XXXXXXX $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	N	84 UEN OL5490	12/31/2020	12/31/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	N	N	TUE 3274463 01	12/31/2020	12/31/2021	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
D E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	2020010468405Y (AOS) 2020010468405B (HI)	12/31/2020 12/31/2020	12/31/2021 12/31/2021	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
F	Professional & Environmental Liability	N	N	EBZ634816/01/2020	12/31/2020	12/31/2021	$10,000,000 per Claim $10,000,000 Aggregate Deductible: $100,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
RE: Solicitation #2021-1343R; On Call Professional Services – Construction Management CONSOR Project No. C210139TX.00. The City of El Paso and Owner are included as additional insureds if required by written contract with respect to General Liability and Automobile Liability per the terms and conditions of the policy.

CERTIFICATE HOLDER

17720092
The City of El Paso
Capital Improvement Department
218 N. Campbell
El Paso TX 79901

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment Code: D545910 Master ID: 1407115, Certificate ID: 17720092

The City of El Paso Capital Improvement Department
218 N. Campbell
El Paso TX 79901

To whom it may concern:

In our continuing effort to provide timely certificate delivery, Lockton Companies is transitioning to paperless delivery of Certificates of Insurance.

To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via one of the methods below, referencing Certificate ID **17720092.**

- Email: STL-edelivery@lockton.com
- Phone: (866) 728-5657 (toll-free)

If you received this certificate through an internet link where the current certificate is viewable, we have your email and no further action is needed.

In the event your mailing address has changed, will change in the future, or you no longer require this certificate, please let us know using one of the methods above.

The above inbox is for providing e-Delivery email addresses for next year's renewal certificates ONLY. Your information will be input within 90 days.

Thank you for your cooperation and willingness in reducing our environmental footprint.

Lockton Companies

ATTACHMENT "F"

FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

In this Attachment "F", the term "Contractor" shall refer to the "Consultant", and the term "Airport Sponsor" shall refer to the "City".

If there are any conflicts between the terms and conditions of Attachment "F" and Article VI of the Agreement, the terms and conditions of Attachment "F" will prevail.

A. GENERAL REQUIREMENT FOR CONTRACT

1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;

2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;

3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and

4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

B. FAILURE TO COMPLY

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,

2. Terminate the contract,

3. Seek suspension/debarment, or

4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

C. CONTRACT PROVISIONS

1. ACCESS TO RECORDS AND REPORTS (all AIP-funded projects)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized

representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after the final payment is made and all pending matters are closed.

2. <u>BREACH OF CONTRACT TERMS</u> (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at $100,000.)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. <u>BUY AMERICAN PREFERENCES</u> (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

*****

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:

a. Only installing steel and manufactured products produced in the United States; or

b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.

2. To faithfully comply with providing US domestic products

3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.

2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To furnish US domestic product for any waiver request that the FAA rejects.

5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "facility". The required documentation for a type 3 waiver is:

a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
c. Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

a. Detailed cost information for total project using US domestic product
b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

a. Only installing steel and manufactured products produced in the United States, or;

b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;

c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.

2. To faithfully comply with providing US domestic product

3. To furnish US domestic product for any waiver request that the FAA rejects

4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.

2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
c. Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

a. Detailed cost information for total project using US domestic product
b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

4. GENERAL CIVIL RIGHTS PROVISIONS (all contracts)

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

5. CIVIL RIGHTS-TITLE IV COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS (all AIP funded projects)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities,** as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

   a. Withholding payments to the contractor under the contract until the contractor complies; and/or

   b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontractor or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

6. <u>CLEAN AIR AND WATER POLLUTION CONTROL</u> (all contracts that exceed $100,000)

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

4. To include or cause to be included in any construction contract or subcontract which exceeds $100,000 the aforementioned criteria and requirements.

7. <u>CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS</u> (all contracts that exceed $100,000)

1. Overtime Requirements.

   No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

   In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of $10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

8. CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR) (all contracts that exceed $25,000)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

9. DISADVANTAGED BUSINESS ENTERPRISES (all AIP-funded projects)

Contract Assurance (49 CFR § 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (49 CFR §26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame

may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

10. <u>FEDERAL FAIR LABOR STANDARDS ACT</u> (FEDERAL MINIMUM WAGE) (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	**Federal Agency with Enforcement Responsibilities**
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

11. <u>LOBBYING AND INFLUENCING FEDERAL EMPLOYEES</u> (all AIP-funded projects)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to

a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

13. RIGHTS TO INVENTIONS (all AIP-funded projects)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

14. TERMINATION OF CONTRACT (contracts that exceed $10,000)

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.

3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed

to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. <u>TRADE RESTRICTION CLAUSE</u> (all AIP-funded projects)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may

direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

16. <u>TEXTING WHEN DRIVING</u> (all contracts)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 “Text Messaging While Driving” (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.

THE STATE OF TEXAS	**)**	**ON-CALL**
	)	**AGREEMENT FOR**
COUNTY OF EL PASO	**)**	**PROFESSIONAL SERVICES**

This Agreement is made this **___ day of _____, 2021** by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the **"Owner"**, and **ECM INTERNATIONAL, INC.,** a Florida Limited Liability Company, hereinafter referred to as the **"Consultant"**.

WHEREAS, the Owner intends to engage the Consultant to perform professional construction management services on a task by task basis through the use of task orders referencing this Agreement, the scope of which is further described in **Attachment "A"**; and

WHEREAS, the Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner's selection procedure, in accordance with all applicable state and local laws and ordinances;

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

ARTICLE I
ATTACHMENTS

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment "A"	Scope of Services and Project Budget
Attachment "B"	Consultant's Fee Proposal and Hourly Rates
Attachment "C"	Consultant's Basic and Additional Services
Attachment "D"	Payment and Deliverable Schedules
Attachment "E"	Insurance Certificate
Attachment "F"	Federal Aviation Administration contract provisions for Airport Improvement Program Projects

ARTICLE II
PROJECT

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform on-call professional services on a Task Order basis. Each individual Task Order will identify the Project and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in **Attachment "A".**

2.2 For each Project, the Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

2.3 The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.

2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.

2.5 The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working days time period.

ARTICLE III
CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **Nine Hundred Thousand AND NO/00 DOLLARS ($900,000.00)** for all basic services and reimbursables performed pursuant to this Agreement.

No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of this Agreement.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00),** if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects.

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00),** if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding **FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00)** must have prior approval by City Council through written amendment to this Agreement.
The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for each Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment "B".**

Payments to the Consultant shall be made pursuant to **Attachment "D"**.

3.2 CONSULTANT'S SERVICES. The Basic Services and Additional Services, if any, to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C".**

3.3 CONSULTANT'S INVOICES. For each Project, the Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to the schedule established in **Attachment "D"**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety (90) days of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total Project budget, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of each phase. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

3.3.2 The Owner agrees to pay invoices for all services performed as soon as reasonably possible, but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant's fee proposal, except by written amendment to this Agreement, executed by both parties.

3.4 PROJECT CONSTRUCTION BUDGET. The Consultant acknowledges that the construction budget and a construction time for each Project will be identified in each Task Order.

3.5 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

ARTICLE IV
PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The term of this Agreement shall be for a period not to exceed **two (2) years** from the date first shown above. The services called for by each Task Order shall begin upon the issuance of a Notice to Proceed from the City Engineer and shall continue through the completion of the construction of the Project, including any required extensions beyond the contract time for construction of the Project, as may be directed by the Owner.

4.2 SUSPENSION. Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction

contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant's services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

4.3 TERMINATION. This Agreement may be terminated as provided herein.

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.3.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

4.3.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

ARTICLE V
INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS' COMPENSATION INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Consultant's employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

> "The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured."

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

a) **COMMERCIAL GENERAL LIABILITY**
$1,000,000.00 Per Occurrence
$2,000,000.00 General Aggregate
$2,000,000.00 Products/Completed Operations Aggregate
$1,000,000.00 Personal and Advertising Injury

Personal Injury or Death & Property Damage
$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

General Aggregate
$1,000,000.00
$1,000,000.00 per occurrence

b) **AUTOMOBILE LIABILITY**
Combined Single Limit
$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the

benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS ($1,000,000.00) on a claims made basis.

5.1.4 OWNER AS ADDITIONAL INSURED. The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Contract.

5.1.5 PROOF OF INSURANCE. The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this agreement.

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

Further, all polices shall provide either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy, that the insurance cannot be canceled or the amount of coverage changed without thirty (30) calendar days prior written notice to the City or ten (10) calendar days prior written notice for non-payment of insurance policy premiums.

5.2 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents consultants, and employees from and against any claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. The Consultant shall not be responsible for any acts of any of the City's Independent Project Managers.

To the extent allowed by state law, the Owner will be responsible for its own actions.

5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS. Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence,

professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed $250,000.00 per person or $500,000.00 per incident with property damage liability limited to $100,000.00 per incident.

ARTICLE VI
FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, as further described in Attachment "F".

--The Texas Department of Transportation through an Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

6.1.1 CONTRACT ASSURANCE. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this

contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

6.2 TERMINATION FOR CANCELLATION OF GRANT. Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.

During the performance of this contract, Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

(1) **Compliance with Regulations**: Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations),

which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination**: Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment**: In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) **Information and Reports**: Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance**: In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

   a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
   b. Cancellation, termination or suspension of the contract in whole or in part.

(6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE VII
GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is consistent with professional skill and care, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment "D"**. It is acknowledged that the Consultant does not have

control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment "D"**.

7.2 OPINION OF PROBABLE COST. As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant's final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant's most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project's scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

7.3 CONSULTANT'S QUALITY OF WORK. The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment "D"** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the Owner, who shall be vested with all common

law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner shall have the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant's records subject to audit shall include but not be limited to records which, in the Owner's discretion, have a bearing on matters of interest to the Owner in connection with the Consultant's work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant's records have been generated from computerized data, Consultant agrees to provide Owner's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to this Project, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times and places.

7.6 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

7.7 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

7.8 GOVERNING LAW. The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

7.9 CAPTIONS. The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

7.10 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

7.11 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the Owner:	The City of El Paso Attn: City Manager P.O. Box 1890 El Paso, Texas 79950-1890
With a Copy to:	The City of El Paso Attn: City Engineer P.O. Box 1890 El Paso, Texas 79950-1890
To the Consultant:	ECM International, Inc. Attn: Melchor Herrera 404 Executive Center Blvd. El Paso, Texas 79902

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

7.12 CONFLICTING PROVISIONS. Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

7.13 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

(Signatures on following page)

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Tomás González
City Manager

APPROVED AS TO FORM:

Omar A. De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:

Jerry DeMuro/for
Samuel Rodriguez, P.E., City Engineer
Capital Improvement Department

(Acknowledgment)

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2021, by **Tomás González,** as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

_____

(Signatures continue on following page)

CONSULTANT:
ECM INTERNATIONAL, INC.

By: Melchor Herrera
Title: President

(Acknowledgment)

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 6 day of August, 2021, by Melchor Herrera, as President of ECM International, Inc.

MARIA R. LUJAN
My Notary ID # 10379574
Expires December 18, 2023

Notary Public, State of Texas

My commission expires:

12/18/2023

ATTACHMENT A
SCOPE OF WORK

The contracts will be used for miscellaneous assignments on an on call basis. Services include but are not limited to the following:

- Review project designs for constructability; develop independent cost estimates;
- As appropriate, participate in contractor procurement;
- Serve as the Owner's representative for construction; identify and make recommendations for approaches deviating from design documents, specifications and standards;
- Administer all phases of construction contracts from on-site mobilization, submittal reviews, change administration, project control, and closeout; ensure contractor compliance with construction contract requirements;
- Ensure compliance with design documents, applicable permits, and the City of El Paso's Capital Improvement Department Design Standards for Construction;
- Provide on-sight construction oversight; ensure site control and housekeeping measures are performed as needed;
- Stakeholder coordination during construction including project design teams where substantive design changes are requested during construction and/or to respond to requests for information/clarification/deviation;
- Assist in resolving issues related to construction progress
- Ensure appropriate coordination with utilities;
- Ensure construction impacts to residents/businesses is limited; where appropriate alert residents/businesses of extent and duration of impacts;
- Ensure timely responses to contractor inquiries as required from project stakeholders;
- Perform pre-construction/readiness reviews; schedule and lead regular construction progress meetings;
- Perform construction inspections and provide quality oversight; coordinate materials testing and verify acceptability of test results;
- Validate contractor schedules and cost estimates; monitor/report project progress and scope, schedule, and budget performance;
- Review and disposition construction submittals, including shop drawings, technical data, samples, etc., requests for information/change/deviation;
- Review/approve progress payment applications;
- Develop and recommend schedule and budget recovery measures as necessary;
- Negotiate change orders, estimate cost of work;
- Provide status and daily inspection reports identifying materials delivered, equipment and personnel on-site, activities performed, issues/directions.
- Maintain project records, including photographic documentation during construction; assist in project closeout as needed;
- Develop and maintain change order, correspondence, submittals, and Requests for Proposal/Information (RFP/RFI) logs;
- Develop and maintain construction documentation, including meeting minutes, daily reports and other documentation, including photo-documentation, as required;
- Provide value engineering recommendations;

- Coordinate all issues arising from projects to ensure the contractor has all the necessary information to complete projects; and,
- Monitor construction safety and implementation of the contractor(s) safety program; ensure site safety, security, and labor compliance measures as appropriate are adequate.

KEY OBJECTIVES:
The selected firms are expected to achieve the following:

- Serve as the Owner's representative for construction projects, coordinating directly with the City of El Paso Capital Improvement Department on all related tasks and construction activities.
- Advocate the interests of the City of El Paso.
- Implement creative and innovative approaches to problem solving.
- Provide effective and informative reports of the progress of construction.
- Implement an effective quality assurance program.
- Ensure the project will meet the intended results.
- Ensure that the project will support the user department's mission, accreditation standards, and compliance with best practices.
- Assess the adequacy of contractor schedules, including overall and look ahead schedules; monitor and report on schedule performance and where necessary identify schedule recovery measures.
- Monitor and report on project construction and construction management budgets.

ELECTRONIC DOCUMENT MANAGEMENT
The selected firms are to minimize the use of large amounts of paper in an effort to promote a "green approach" to document management. Several available web-based programs or software to store, manage, view, review, and comment are commercially available. Access to the document management software used by the firm(s) shall be provided to the City representative(s) throughout the duration of each task order issued under this contract. While not exhaustive, the following are some of the documents to be placed on web-based software:

- Concept documents
- Design documents including specifications and estimates
- Bid documents
- Contract terms and conditions
- Construction drawings
- Reissued construction drawings
- Submittals
- Correspondence
- Environmental Documentation
- Quality Assurance/Quality Control
- Meeting minutes
- Project schedules
- Daily reports
- Monthly reports
- Requests For Information/Change/Deviation
- Work Directives

- Inspection reports
- Observation reports
- Pay applications
- Change Orders
- Operations and maintenance documentation
- Closeout documents
- Warranty documents
- Photos

ATTACHMENT "B"
CONSULTANT'S FEE PROPOSAL AND HOURLY RATES

On-Call Professional Services Project Management with
City of El Paso

By: Mel Herrera
Date: July 27, 2021

Proposed Billing Rates 2021-2023

Classification	2021 Billing Rates [1]	2022 Billing Rates [2]	2023 Billing Rates [2]
Project Executive	$ 245	$ 252	$ 260
Senior Project Manager I	$ 193	$ 199	$ 205
Senior Project Manager II [4]	$ 175	$ 180	$ 186
Project Manager I	$ 185	$ 191	$ 196
Project Manager II	$ 164	$ 169	$ 174
Project Manager III [4]	$ 157	$ 162	$ 167
Scheduler and Cost Estimator I	$ 166	$ 171	$ 176
Scheduler and Cost Estimator II [4]	$ 142	$ 146	$ 151
Scheduler and Cost Estimator III [4]	$ 121	$ 125	$ 128
Value Engineering & Cost Estimating	$ 199	$ 205	$ 211
Assistant Project Manager I	$ 151	$ 156	$ 160
Assistant Project Manager II	$ 137	$ 141	$ 145
Construction Manager [4]	$ 139	$ 143	$ 147
Electrical Inspections	$ 139	$ 143	$ 147
Field Representative I	$ 133	$ 137	$ 141
Field Representative II	$ 115	$ 118	$ 122
Field Representative III	$ 105	$ 108	$ 111
Field Representative IV [4]	$ 99	$ 102	$ 105
Electronic Document Control [4]	$ 76	$ 78	$ 81
Administrative Assistant [4]	$ 60	$ 62	$ 64

General Administrative Overhead Multiplier & Profit Markup

Fringe Benefit Rate:	39.98%
General Overhead Rate:	120.16%
Combined Rate:	160.14%
Profit Rate:	10.00%
Annual escalation rate:	3.00%

Reimbursable Costs

Mileage:	Billed at current IRS approved rate, currently .56 per mile for 2021
Vehicle Reimbursement rate (for field personnel)	$900 / month
Subconsultants:	Billed at cost x 1.10
Printing/Copying/Plotting:	Billed at cost
Other costs (shipping, job supplies):	Billed at cost

Notes
1. Billing rates are fully burdened and include labor, overhead, and profit.
2. Billing rates are escalated 3% annually to account for cost of living increase.
3. Billing rate for 2023 is included and available if needed.
4. Classification not part of the SOQ but available if needed.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

Each individual Task Order will identify the **"Project"**, and the Consultant shall provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.

2. The Consultant shall comply with the City of El Paso Engineering and Construction Management Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under the design phases of this Agreement.

3. The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.

4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with a project within the allocated budget. The Owner's review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

REPORT PHASE

1. Upon receipt of the Owner's written authorization to proceed with the **Report Phase**, the Consultant shall:

a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.

b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.

c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

d. Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant's recommendations.

e. As per Attachment "D", furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.

2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.

3. As identified in the Scope of Work in Attachment "A", the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

PHASE I - PRELIMINARY DESIGN PHASE

Upon receipt of the Owner's written authorization to proceed with the **Preliminary Design Phase**, the Consultant shall do the following separately for each construction contract:

1. Consult with the Owner to determine the Owner's requirements for the Project.

2. Provide at the Consultant's sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the

Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior, Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.

4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.

5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner's representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.

7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.

8. Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.

9. As per **Attachment "D"**, furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

PHASE II - PRE-FINAL DESIGN PHASE

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

Upon receipt of the Owner's written authorization to proceed with the Pre-Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant's assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities. The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.

2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the **"Drawings,"** to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called **"Specifications."** These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.

3. Advise the Owner of any adjustment to the Consultant's previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant's cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor's method of pricing and that the Consultant's opinion of probable construction costs are made on the basis of professional judgment and experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.

4. Prepare proposal forms.

5. As per **Attachment "D"**, furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not

approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

PHASE III - FINAL DESIGN PHASE

Upon receipt of the Owner's written authorization to proceed with the Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.

2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility Consultant comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.

3. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.

4. **As per Attachment "D"**, furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.

5. **As per Attachment "D"**, furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.

6. Additional copies of the drawings and specifications beyond those identified in **Attachment "D"**, required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

BIDDING PHASE

Upon receipt of Owner's written request, the Consultant shall provide any of the following services during the Bidding Phase:

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.

2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.

3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.

4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval authority over the Drawings and Specifications. As per Attachment "D", deliver copies of all addenda to the Owner for appropriate action.

5. As identified in Attachment "A", assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.

6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

CONSTRUCTION PHASE

At Owner's request, the Consultant shall provide any of the following services associated with the Construction Phase:

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.

2. Advise and consult with the Owner and act as the Owner's representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner's standard general conditions for construction projects, with

such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.

3. Unless otherwise stipulated in Attachment "A", Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.

4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant's efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

Nothing in this Agreement shall be construed as requiring the Consultant to assume responsibility for or to guarantee the complete adherence of the construction contractor to the Drawings and Specifications and the construction contract documents.

5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within ten City working days following receipt of submittal documents.** The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.

6. Issue the Owner's instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner's approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner's representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract

documents, subject to the Owner's interpretation of such terms and conditions. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.

7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.

8. Conduct with the Owner and construction contractor no more **than two brief preliminary inspections**, at times requested by the construction contractor to determine if the Project is ready for final inspection.

9. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA inspector or State certified ADA consultant, and the construction contractor, a final inspection of the Project and prepare and publish a "punch list" of minor deficiencies to be corrected prior to final payment to the construction contractor. The **"punch list"** shall be furnished to the construction contractor and the Owner within **two City working days** after the final inspection.

10. Issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.

11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.

12. Furnish the Owner one set of reproducible **(D format)** "record" drawings **on Mylar** showing changes made during the construction process, based on the marked-up prints,

drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format.

13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.

14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner's request, have recommendations implemented by the construction contractor.

15. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

16. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.

17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.

18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.

19. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.

20. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.

21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.

22. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.

23. Provide additional or extended services during construction made necessary by: **a)** work damaged by fire or other cause during construction; **b)** prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; **c)** Acceleration of the work schedule involving services beyond normal city working hours; or **d)** the

construction contractor's default under the construction contract due to delinquency or insolvency.

24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.

25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

If authorized in writing by the Owner, through written amendment, the Consultant shall perform or obtain Additional Services noted below, which are not covered within the Agreement. No claim for Additional Services or cost shall be allowed unless the same was done pursuant to a written authorization dated prior to the Additional Services or cost and which was authorized pursuant to the policies and procedures of the Owner (i.e., passage by City Council). The Owner shall pay for such Additional Services as indicated in the Agreement.

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.

2. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner's scope or budget, except where the Consultant's preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant's final design cost opinions by **ten percent** or more.

3. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.

4. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.

5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

RESIDENT PROJECT SERVICES

1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Consultant in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.

2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the City Engineer before such services begin.

3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

Fixed fee Payment to Consultant

Report Phase	**To be determined by Task Order**
Preliminary Design Phase	**To be determined by Task Order**
Pre-Final Design Phase	**To be determined by Task Order**
Final Design Phase	**To be determined by Task Order**
Bidding Phase	**To be determined by Task Order**
Construction Phase	**To be determined by Task Order**

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant's proposal found in **Attachment "B"**. The time shown in **Attachment "B"** is an estimate. Should the services rendered during the bidding and construction phases exceed the estimated amount, written authorization will be required prior to rendering services. Written authorization shall be only by contract amendment in accordance with the contract provisions. For contracts with a total value less than Fifty Thousand and No/100 Dollars ($50,000), the parties agree that at no time may the amount of the compensation under this contract exceed Fifty Thousand and No/100 Dollars ($50,000) except by execution of an amendment to this Agreement.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant's detailed Invoice and a Consulting Summary and Progress Report and the Owner's written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/Consultant location.

Reimbursable Costs: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Receipts: Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. ***Tips and alcohol are not reimbursable.***

No single invoice may include items for both August and September of any given year. The Owner's fiscal year begins on September 1st of each year and ends on August 31st of each year. Consultant's invoices must be separated into items that end August 31st and those that begin on Septembers 1st of any given year, to coincide with Owner's fiscal year.

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the City. A log is preferred showing the date, person's name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

Personal Automobile Mileage: Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. Movie costs for "Pay for View" or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

DELIVERABLE SCHEDULE

REPORT PHASE
The services called for in the Report Phase of this Agreement shall be completed and **5 copies** of the Preliminary Study and Report shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE I—PRELIMINARY DESIGN PHASE
The services called for in **Phase I** of this Agreement shall be completed and **10 copies** of any required documents and opinion of probable construction costs shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. If Owner does not approve the preliminary design documents, the Consultant shall furnish **five copies** of the resubmitted design documents.

PHASE II—PRE-FINAL DESIGN PHASE
The services called for in **Phase II** of this Agreement shall be completed and **10 copies** the required documents and services shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE III—FINAL DESIGN PHASE
The services called for in **Phase III** of this Agreement shall be completed and **10 copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **3 copies** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **10 copies** of the final design documents and specifications for bidding to the Owner within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment "C" and submit **1 copy** of all addenda to the Owner for appropriate action within **2 consecutive calendar days.**

PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment "C" and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within sixty days from the date of substantial completion.

ATTACHMENT "E"

ECMINTE-01 VBARBA

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 4682 Hub International Insurance Services 201 E Main Drive Suite 800 El Paso, TX 79901	CONTACT NAME: Vanessa Barba PHONE (A/C, No, Ext): (915) 206-6035 FAX (A/C, No): (866) 399-3972 E-MAIL ADDRESS: vanessa.barba@hubinternational.com
INSURED ECM International, Inc. 404 Executive Center Blvd El Paso, TX 79902	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Allied Property and Casualty Insurance Company — 42579 INSURER B : Texas Mutual Insurance Company — 22945 INSURER C : Continental Casualty Company — 20443 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			ACPBPOC7293779601	1/13/2021	1/13/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			ACPBPOC7293779601	1/13/2021	1/13/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			ACPBPOC7293779601	1/13/2021	1/13/2022	EACH OCCURRENCE AGGREGATE	$ 3,000,000 $ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0001264619	1/13/2021	1/13/2022	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Errors & Omissions			MCH591926274	1/13/2021	1/13/2022	Professional Liab	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Solicitation #2021-1343R On Call Construction Management

The General Liability and Auto policies include a blanket automatic additional insured endorsement for policy terms that provide additional insured status to the certificate holder including the products completed operations hazard (GL) only when there is a written contract between the named insured and the certificate holder that requires such status subject to policy terms and conditions. The General Liability, Auto and Workers Compensation policies include a blanket automatic waiver of subrogation endorsement that provides a waiver of subrogation only when there is a written contract between the named insured and the certificate holder that requires it subject to policy terms and conditions. The General Liability, Auto and Workers Compensation policies include a blanket notice of cancellation endorsement, providing for 30 days' advance notice if the policy is canceled by the company other than for non-payment of

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

Capital Improvement Department
218 N. Campbell St., Second Floor
El Paso, TX 79901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: ECMINTE-01 VBARBA

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 4682	NAMED INSURED
Hub International Insurance Services		ECM International, Inc. 404 Executive Center Blvd El Paso, TX 79902
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
premium, 10 days' notice after the policy is canceled for non-payment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The General Liability and Auto policy contain a special endorsement with Primary and Non-contributory wording subject to policy terms and conditions. Umbrella is a follow form.

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ATTACHMENT "F"

FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

In this Attachment "F", the term "Contractor" shall refer to the "Consultant", and the term "Airport Sponsor" shall refer to the "City".

If there are any conflicts between the terms and conditions of Attachment "F" and Article VI of the Agreement, the terms and conditions of Attachment "F" will prevail.

A. GENERAL REQUIREMENT FOR CONTRACT

1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;

2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;

3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and

4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

B. FAILURE TO COMPLY

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,

2. Terminate the contract,

3. Seek suspension/debarment, or

4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

C. CONTRACT PROVISIONS

1. ACCESS TO RECORDS AND REPORTS (all AIP-funded projects)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized

representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after the final payment is made and all pending matters are closed.

2. <u>BREACH OF CONTRACT TERMS</u> (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at $100,000.)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. <u>BUY AMERICAN PREFERENCES</u> (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

*****

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:

a. Only installing steel and manufactured products produced in the United States; or

b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.

2. To faithfully comply with providing US domestic products

3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.

2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To furnish US domestic product for any waiver request that the FAA rejects.

5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "facility". The required documentation for a type 3 waiver is:

a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
c. Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

a. Detailed cost information for total project using US domestic product
b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

a. Only installing steel and manufactured products produced in the United States, or;

b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;

c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.

2. To faithfully comply with providing US domestic product

3. To furnish US domestic product for any waiver request that the FAA rejects

4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.

2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
c. Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

a. Detailed cost information for total project using US domestic product
b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

4. GENERAL CIVIL RIGHTS PROVISIONS (all contracts)

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

5. CIVIL RIGHTS-TITLE IV COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS (all AIP funded projects)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities,** as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

   a. Withholding payments to the contractor under the contract until the contractor complies; and/or

   b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontractor or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

6. <u>CLEAN AIR AND WATER POLLUTION CONTROL</u> (all contracts that exceed $100,000)

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

4. To include or cause to be included in any construction contract or subcontract which exceeds $100,000 the aforementioned criteria and requirements.

7. <u>CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS</u> (all contracts that exceed $100,000)

1. Overtime Requirements.

   No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

   In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of $10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

8. CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR) (all contracts that exceed $25,000)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

9. DISADVANTAGED BUSINESS ENTERPRISES (all AIP-funded projects)

Contract Assurance (49 CFR § 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (49 CFR §26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame

may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

10. <u>FEDERAL FAIR LABOR STANDARDS ACT</u> (FEDERAL MINIMUM WAGE) (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	**Federal Agency with Enforcement Responsibilities**
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

11. <u>LOBBYING AND INFLUENCING FEDERAL EMPLOYEES</u> (all AIP-funded projects)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to

a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

13. RIGHTS TO INVENTIONS (all AIP-funded projects)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

14. TERMINATION OF CONTRACT (contracts that exceed $10,000)

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.

3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed

to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. <u>TRADE RESTRICTION CLAUSE</u> (all AIP-funded projects)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may

direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

16. <u>TEXTING WHEN DRIVING</u> (all contracts)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 “Text Messaging While Driving” (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.

THE STATE OF TEXAS	**)**	**ON-CALL**
	)	**AGREEMENT FOR**
COUNTY OF EL PASO	**)**	**PROFESSIONAL SERVICES**

This Agreement is made this **___ day of _____, 2021** by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the **"Owner"**, and **ESSCO INTERNATIONAL, INC.,** a Texas Corporation, hereinafter referred to as the **"Consultant"**.

WHEREAS, the Owner intends to engage the Consultant to perform professional construction management services on a task by task basis through the use of task orders referencing this Agreement, the scope of which is further described in **Attachment "A"**; and

WHEREAS, the Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner's selection procedure, in accordance with all applicable state and local laws and ordinances;

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

ARTICLE I
ATTACHMENTS

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment "A"	Scope of Services and Project Budget
Attachment "B"	Consultant's Fee Proposal and Hourly Rates
Attachment "C"	Consultant's Basic and Additional Services
Attachment "D"	Payment and Deliverable Schedules
Attachment "E"	Insurance Certificate
Attachment "F"	Federal Aviation Administration contract provisions for Airport Improvement Program Projects

ARTICLE II
PROJECT

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform on-call professional services on a Task Order basis. Each individual Task Order will identify the Project and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in **Attachment "A".**

2.2 For each Project, the Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

2.3 The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.

2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.

2.5 The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working days time period.

ARTICLE III
CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **Nine Hundred Thousand AND NO/00 DOLLARS ($900,000.00)** for all basic services and reimbursables performed pursuant to this Agreement.

No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of this Agreement.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00),** if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects.

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00),** if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding **FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00)** must have prior approval by City Council through written amendment to this Agreement.
The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for each Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment "B".**

Payments to the Consultant shall be made pursuant to **Attachment "D"**.

3.2 CONSULTANT'S SERVICES. The Basic Services and Additional Services, if any, to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C".**

3.3 CONSULTANT'S INVOICES. For each Project, the Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to the schedule established in **Attachment "D"**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety (90) days of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total Project budget, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of each phase. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

3.3.2 The Owner agrees to pay invoices for all services performed as soon as reasonably possible, but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant's fee proposal, except by written amendment to this Agreement, executed by both parties.

3.4 PROJECT CONSTRUCTION BUDGET. The Consultant acknowledges that the construction budget and a construction time for each Project will be identified in each Task Order.

3.5 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

ARTICLE IV
PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The term of this Agreement shall be for a period not to exceed **two (2) years** from the date first shown above. The services called for by each Task Order shall begin upon the issuance of a Notice to Proceed from the City Engineer and shall continue through the completion of the construction of the Project, including any required extensions beyond the contract time for construction of the Project, as may be directed by the Owner.

4.2 SUSPENSION. Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction

contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant's services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

4.3 TERMINATION. This Agreement may be terminated as provided herein.

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.3.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

4.3.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

ARTICLE V
INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS' COMPENSATION INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Consultant's employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

> "The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured."

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

a) **COMMERCIAL GENERAL LIABILITY**
$1,000,000.00 Per Occurrence
$2,000,000.00 General Aggregate
$2,000,000.00 Products/Completed Operations Aggregate
$1,000,000.00 Personal and Advertising Injury

Personal Injury or Death & Property Damage
$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

General Aggregate
$1,000,000.00
$1,000,000.00 per occurrence

b) **AUTOMOBILE LIABILITY**
Combined Single Limit
$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the

benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS ($1,000,000.00) on a claims made basis.

5.1.4 OWNER AS ADDITIONAL INSURED. The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Contract.

5.1.5 PROOF OF INSURANCE. The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this agreement.

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

Further, all polices shall provide either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy, that the insurance cannot be canceled or the amount of coverage changed without thirty (30) calendar days prior written notice to the City or ten (10) calendar days prior written notice for non-payment of insurance policy premiums.

5.2 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents consultants, and employees from and against any claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. The Consultant shall not be responsible for any acts of any of the City's Independent Project Managers.

To the extent allowed by state law, the Owner will be responsible for its own actions.

5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS. Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence,

professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed $250,000.00 per person or $500,000.00 per incident with property damage liability limited to $100,000.00 per incident.

ARTICLE VI
FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, as further described in Attachment "F".

--The Texas Department of Transportation through an Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

6.1.1 CONTRACT ASSURANCE. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this

contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

6.2 TERMINATION FOR CANCELLATION OF GRANT. Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.

During the performance of this contract, Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

(1) **Compliance with Regulations**: Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations),

which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination**: Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment**: In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) **Information and Reports**: Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance**: In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

   a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
   b. Cancellation, termination or suspension of the contract in whole or in part.

(6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE VII
GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is consistent with professional skill and care, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment "D"**. It is acknowledged that the Consultant does not have

control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment "D"**.

7.2 OPINION OF PROBABLE COST. As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant's final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant's most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project's scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

7.3 CONSULTANT'S QUALITY OF WORK. The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment "D"** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the Owner, who shall be vested with all common

law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner shall have the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant's records subject to audit shall include but not be limited to records which, in the Owner's discretion, have a bearing on matters of interest to the Owner in connection with the Consultant's work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant's records have been generated from computerized data, Consultant agrees to provide Owner's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to this Project, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times and places.

7.6 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

7.7 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

7.8 GOVERNING LAW. The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

7.9 CAPTIONS. The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

7.10 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

7.11 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the Owner:	The City of El Paso Attn: City Manager P.O. Box 1890 El Paso, Texas 79950-1890
With a Copy to:	The City of El Paso Attn: City Engineer P.O. Box 1890 El Paso, Texas 79950-1890
To the Consultant:	ESSCO International, Inc. Attn: Robert Concha, P.E. 1000 Newman Street El Paso, Texas 79902

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

7.12 CONFLICTING PROVISIONS. Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

7.13 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

(Signatures on following page)

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Tomás González
City Manager

APPROVED AS TO FORM:

Omar A. De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:

Jerry DeMuro/for

Samuel Rodriguez, P.E., City Engineer
Capital Improvement Department

(Acknowledgment)

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2021, by **Tomás González,** as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

_____

(Signatures continue on following page)

CONSULTANT:
ESSCO INTERNATIONAL, INC.

By: Robert Concha, P.E.
Title: President

(Acknowledgment)

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2021, by Robert Concha, P.E., as President of ESSCO International, Inc**.**

Notary Public, State of Texas

My commission expires:

ATTACHMENT A
SCOPE OF WORK

The contracts will be used for miscellaneous assignments on an on call basis. Services include but are not limited to the following:

- Review project designs for constructability; develop independent cost estimates;
- As appropriate, participate in contractor procurement;
- Serve as the Owner's representative for construction; identify and make recommendations for approaches deviating from design documents, specifications and standards;
- Administer all phases of construction contracts from on-site mobilization, submittal reviews, change administration, project control, and closeout; ensure contractor compliance with construction contract requirements;
- Ensure compliance with design documents, applicable permits, and the City of El Paso's Capital Improvement Department Design Standards for Construction;
- Provide on-sight construction oversight; ensure site control and housekeeping measures are performed as needed;
- Stakeholder coordination during construction including project design teams where substantive design changes are requested during construction and/or to respond to requests for information/clarification/deviation;
- Assist in resolving issues related to construction progress
- Ensure appropriate coordination with utilities;
- Ensure construction impacts to residents/businesses is limited; where appropriate alert residents/businesses of extent and duration of impacts;
- Ensure timely responses to contractor inquiries as required from project stakeholders;
- Perform pre-construction/readiness reviews; schedule and lead regular construction progress meetings;
- Perform construction inspections and provide quality oversight; coordinate materials testing and verify acceptability of test results;
- Validate contractor schedules and cost estimates; monitor/report project progress and scope, schedule, and budget performance;
- Review and disposition construction submittals, including shop drawings, technical data, samples, etc., requests for information/change/deviation;
- Review/approve progress payment applications;
- Develop and recommend schedule and budget recovery measures as necessary;
- Negotiate change orders, estimate cost of work;
- Provide status and daily inspection reports identifying materials delivered, equipment and personnel on-site, activities performed, issues/directions.
- Maintain project records, including photographic documentation during construction; assist in project closeout as needed;
- Develop and maintain change order, correspondence, submittals, and Requests for Proposal/Information (RFP/RFI) logs;
- Develop and maintain construction documentation, including meeting minutes, daily reports and other documentation, including photo-documentation, as required;
- Provide value engineering recommendations;

- Coordinate all issues arising from projects to ensure the contractor has all the necessary information to complete projects; and,
- Monitor construction safety and implementation of the contractor(s) safety program; ensure site safety, security, and labor compliance measures as appropriate are adequate.

KEY OBJECTIVES:
The selected firms are expected to achieve the following:

- Serve as the Owner's representative for construction projects, coordinating directly with the City of El Paso Capital Improvement Department on all related tasks and construction activities.
- Advocate the interests of the City of El Paso.
- Implement creative and innovative approaches to problem solving.
- Provide effective and informative reports of the progress of construction.
- Implement an effective quality assurance program.
- Ensure the project will meet the intended results.
- Ensure that the project will support the user department's mission, accreditation standards, and compliance with best practices.
- Assess the adequacy of contractor schedules, including overall and look ahead schedules; monitor and report on schedule performance and where necessary identify schedule recovery measures.
- Monitor and report on project construction and construction management budgets.

ELECTRONIC DOCUMENT MANAGEMENT
The selected firms are to minimize the use of large amounts of paper in an effort to promote a "green approach" to document management. Several available web-based programs or software to store, manage, view, review, and comment are commercially available. Access to the document management software used by the firm(s) shall be provided to the City representative(s) throughout the duration of each task order issued under this contract. While not exhaustive, the following are some of the documents to be placed on web-based software:

- Concept documents
- Design documents including specifications and estimates
- Bid documents
- Contract terms and conditions
- Construction drawings
- Reissued construction drawings
- Submittals
- Correspondence
- Environmental Documentation
- Quality Assurance/Quality Control
- Meeting minutes
- Project schedules
- Daily reports
- Monthly reports
- Requests For Information/Change/Deviation
- Work Directives

- Inspection reports
- Observation reports
- Pay applications
- Change Orders
- Operations and maintenance documentation
- Closeout documents
- Warranty documents
- Photos

ATTACHMENT "B"
CONSULTANT'S FEE PROPOSAL AND HOURLY RATES

HOURLY BILLING RATES AND DIRECT COSTS

Effective Date: January, 2021

Classification

1.	Principal Engineer	$ 192.92
2.	Engineer VI	$ 169.60
3.	Engineer V	$ 144.16
4.	Engineer IV	$ 120.84
5.	Engineer III	$ 96.46
6.	Engineer I/II	$ 72.08
7.	Senior Geologist	$ 169.60
8.	Geologist	$ 144.16
9.	Graduate Geologist/Environmental Scientist	$ 120.84
10.	Environmental Technician	$ 58.30
11.	Resident Project Representative	$ 84.80
12.	Designer	$ 68.90
13.	Engineering Technician III	$ 58.30
14.	Engineering Technician II	$ 47.70
15.	Engineering Technician I	$ 37.10
16.	Administrative Manager	$ 74.00
17.	Administrative Assistant	$ 54.00
18.	Clerical	$ 44.52

Direct Costs

1.	Mileage:	$ 0.58/mile
2.	Sub-Consultants:	$ Cost x 1.10
3.	Copies (8.5x11B&W):	$ 0.10/page
4.	Copies (8.5x11Color):	$ 0.20/page
5.	Copies (11x17 B&W):	$ 0.15/page
6.	Copies (11x17 Color):	$ 0.25/page
7.	Plotting (24x36 B&W):	$ 6.00/sheet
8.	Plotting (24x36 Color):	$ 12.00/sheet
9.	Printing (Subcontracted):	$ Cost x 1.15
10.	Misc. (i.e., Shipping, Travel,):	$ Cost x 1.15
11.	Vehicle	$ 105.00/day
12.	Equipment Rental	$ Cost x 1.15

ENGINEERING SERVICES COMPANY
1000 NEWMAN ST., EL PASO, TEXAS 79902

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

Each individual Task Order will identify the **"Project"**, and the Consultant shall provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.

2. The Consultant shall comply with the City of El Paso Engineering and Construction Management Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under the design phases of this Agreement.

3. The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.

4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with a project within the allocated budget. The Owner's review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

REPORT PHASE

1. Upon receipt of the Owner's written authorization to proceed with the **Report Phase**, the Consultant shall:

a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.

b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.

c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

d. Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant's recommendations.

e. As per Attachment "D", furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.

2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.

3. As identified in the Scope of Work in Attachment "A", the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

PHASE I - PRELIMINARY DESIGN PHASE

Upon receipt of the Owner's written authorization to proceed with the **Preliminary Design Phase**, the Consultant shall do the following separately for each construction contract:

1. Consult with the Owner to determine the Owner's requirements for the Project.

2. Provide at the Consultant's sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the

Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior, Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.

4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.

5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner's representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.

7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.

8. Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.

9. As per **Attachment "D"**, furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

PHASE II - PRE-FINAL DESIGN PHASE

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

Upon receipt of the Owner's written authorization to proceed with the Pre-Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant's assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities. The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.

2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the **"Drawings,"** to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called **"Specifications."** These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.

3. Advise the Owner of any adjustment to the Consultant's previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant's cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor's method of pricing and that the Consultant's opinion of probable construction costs are made on the basis of professional judgment and experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.

4. Prepare proposal forms.

5. As per **Attachment "D"**, furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not

approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

PHASE III - FINAL DESIGN PHASE

Upon receipt of the Owner's written authorization to proceed with the Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.

2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility Consultant comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.

3. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.

4. **As per Attachment "D"**, furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.

5. **As per Attachment "D"**, furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.

6. Additional copies of the drawings and specifications beyond those identified in **Attachment "D"**, required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

BIDDING PHASE

Upon receipt of Owner's written request, the Consultant shall provide any of the following services during the Bidding Phase:

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.

2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.

3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.

4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval authority over the Drawings and Specifications. As per Attachment "D", deliver copies of all addenda to the Owner for appropriate action.

5. As identified in Attachment "A", assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.

6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

CONSTRUCTION PHASE

At Owner's request, the Consultant shall provide any of the following services associated with the Construction Phase:

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.

2. Advise and consult with the Owner and act as the Owner's representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner's standard general conditions for construction projects, with

such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.

3. Unless otherwise stipulated in Attachment "A", Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.

4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant's efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

Nothing in this Agreement shall be construed as requiring the Consultant to assume responsibility for or to guarantee the complete adherence of the construction contractor to the Drawings and Specifications and the construction contract documents.

5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within ten City working days following receipt of submittal documents.** The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.

6. Issue the Owner's instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner's approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner's representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract

documents, subject to the Owner's interpretation of such terms and conditions. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.

7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.

8. Conduct with the Owner and construction contractor no more **than two brief preliminary inspections**, at times requested by the construction contractor to determine if the Project is ready for final inspection.

9. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA inspector or State certified ADA consultant, and the construction contractor, a final inspection of the Project and prepare and publish a "punch list" of minor deficiencies to be corrected prior to final payment to the construction contractor. The **"punch list"** shall be furnished to the construction contractor and the Owner within **two City working days** after the final inspection.

10. Issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.

11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.

12. Furnish the Owner one set of reproducible **(D format)** "record" drawings **on Mylar** showing changes made during the construction process, based on the marked-up prints,

drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format.

13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.

14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner's request, have recommendations implemented by the construction contractor.

15. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

16. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.

17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.

18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.

19. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.

20. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.

21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.

22. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.

23. Provide additional or extended services during construction made necessary by: **a)** work damaged by fire or other cause during construction; **b)** prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; **c)** Acceleration of the work schedule involving services beyond normal city working hours; or **d)** the

construction contractor's default under the construction contract due to delinquency or insolvency.

24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.

25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

If authorized in writing by the Owner, through written amendment, the Consultant shall perform or obtain Additional Services noted below, which are not covered within the Agreement. No claim for Additional Services or cost shall be allowed unless the same was done pursuant to a written authorization dated prior to the Additional Services or cost and which was authorized pursuant to the policies and procedures of the Owner (i.e., passage by City Council). The Owner shall pay for such Additional Services as indicated in the Agreement.

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.

2. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner's scope or budget, except where the Consultant's preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant's final design cost opinions by **ten percent** or more.

3. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.

4. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.

5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

RESIDENT PROJECT SERVICES

1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Consultant in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.

2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the City Engineer before such services begin.

3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

Fixed fee Payment to Consultant

Report Phase	**To be determined by Task Order**
Preliminary Design Phase	**To be determined by Task Order**
Pre-Final Design Phase	**To be determined by Task Order**
Final Design Phase	**To be determined by Task Order**
Bidding Phase	**To be determined by Task Order**
Construction Phase	**To be determined by Task Order**

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant's proposal found in **Attachment "B"**. The time shown in **Attachment "B"** is an estimate. Should the services rendered during the bidding and construction phases exceed the estimated amount, written authorization will be required prior to rendering services. Written authorization shall be only by contract amendment in accordance with the contract provisions. For contracts with a total value less than Fifty Thousand and No/100 Dollars ($50,000), the parties agree that at no time may the amount of the compensation under this contract exceed Fifty Thousand and No/100 Dollars ($50,000) except by execution of an amendment to this Agreement.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant's detailed Invoice and a Consulting Summary and Progress Report and the Owner's written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/Consultant location.

Reimbursable Costs: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Receipts: Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. ***Tips and alcohol are not reimbursable.***

No single invoice may include items for both August and September of any given year. The Owner's fiscal year begins on September 1st of each year and ends on August 31st of each year. Consultant's invoices must be separated into items that end August 31st and those that begin on Septembers 1st of any given year, to coincide with Owner's fiscal year.

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the City. A log is preferred showing the date, person's name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

Personal Automobile Mileage: Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. Movie costs for "Pay for View" or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

DELIVERABLE SCHEDULE

REPORT PHASE
The services called for in the Report Phase of this Agreement shall be completed and **5 copies** of the Preliminary Study and Report shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE I—PRELIMINARY DESIGN PHASE
The services called for in **Phase I** of this Agreement shall be completed and **10 copies** of any required documents and opinion of probable construction costs shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. If Owner does not approve the preliminary design documents, the Consultant shall furnish **five copies** of the resubmitted design documents.

PHASE II—PRE-FINAL DESIGN PHASE
The services called for in **Phase II** of this Agreement shall be completed and **10 copies** the required documents and services shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE III—FINAL DESIGN PHASE
The services called for in **Phase III** of this Agreement shall be completed and **10 copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **3 copies** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **10 copies** of the final design documents and specifications for bidding to the Owner within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment "C" and submit **1 copy** of all addenda to the Owner for appropriate action within **2 consecutive calendar days.**

PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment "C" and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within sixty days from the date of substantial completion.

ATTACHMENT "E"

ESSCO-1

OP ID: BG

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AIS Anderson Ins. Services LLC 6090 Surety Dr., Suite 440 El Paso, TX 79905 Lynda Anderson 915-772-0456	CONTACT NAME: Belinda Gould PHONE (A/C, No, Ext): 915-772-0456 FAX (A/C, No): 915-778-3708 E-MAIL ADDRESS: bgould.aisan01@insuremail.net
INSURED Essco International, Inc. 1000 Newman St. El Paso, TX 79902	INSURER A : Ohio Security Insurance Co — NAIC # 24082 INSURER B : Ohio Casualty Insurance Co — 24074 INSURER C : Texas Mutual Ins. Co. — 22945 INSURER D : Lloyd's of London INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	[ ] CLAIMS-MADE [X] OCCUR			BZS56744269	07/10/2021	07/10/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY							
	X ANY AUTO			BAS56744269	07/10/2021	07/10/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per person)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB [X] OCCUR			USO56744269	07/10/2021	07/10/2022	EACH OCCURRENCE	$ 3,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 3,000,000
	[ ] DED X RETENTION $ 10,000						Prof Excl	$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH)			0001207085	07/10/2021	07/10/2022	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Prof Liability			B0621PESSC000121	07/10/2021	07/10/2022	Each Clai	1,000,000
	Deductible $10,000						Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Solicitation #2021-1343R
On Call Professional Services – Construction Management
See Holder Notes

CERTIFICATE HOLDER

CITYEPC

City of El Paso
Capital Improvement Dept
218 N Campbell, 2nd Floor
El Paso, TX 79901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Lynda R. Anderson

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GL & Auto include a Blanket Additional Insured when required by written contract. GL is Primary and Non Contributory. GL, Auto & WC include a Waiver of Subrogation when required by written contract.

ATTACHMENT "F"

FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

In this Attachment "F", the term "Contractor" shall refer to the "Consultant", and the term "Airport Sponsor" shall refer to the "City".

If there are any conflicts between the terms and conditions of Attachment "F" and Article VI of the Agreement, the terms and conditions of Attachment "F" will prevail.

A. GENERAL REQUIREMENT FOR CONTRACT

1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;

2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;

3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and

4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

B. FAILURE TO COMPLY

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,

2. Terminate the contract,

3. Seek suspension/debarment, or

4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

C. CONTRACT PROVISIONS

1. ACCESS TO RECORDS AND REPORTS (all AIP-funded projects)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized

representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after the final payment is made and all pending matters are closed.

2. **BREACH OF CONTRACT TERMS (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at $100,000.)**

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. **BUY AMERICAN PREFERENCES (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)**

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

*****

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:

a. Only installing steel and manufactured products produced in the United States; or

b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.

2. To faithfully comply with providing US domestic products

3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.

2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To furnish US domestic product for any waiver request that the FAA rejects.

5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "facility". The required documentation for a type 3 waiver is:

a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
c. Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

a. Detailed cost information for total project using US domestic product
b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

a. Only installing steel and manufactured products produced in the United States, or;

b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;

c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.

2. To faithfully comply with providing US domestic product

3. To furnish US domestic product for any waiver request that the FAA rejects

4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.

2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
c. Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

a. Detailed cost information for total project using US domestic product
b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

4. GENERAL CIVIL RIGHTS PROVISIONS (all contracts)

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

5. CIVIL RIGHTS-TITLE IV COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS (all AIP funded projects)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities,** as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

   a. Withholding payments to the contractor under the contract until the contractor complies; and/or

   b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontractor or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

6. <u>CLEAN AIR AND WATER POLLUTION CONTROL</u> (all contracts that exceed $100,000)

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

4. To include or cause to be included in any construction contract or subcontract which exceeds $100,000 the aforementioned criteria and requirements.

7. <u>CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS</u> (all contracts that exceed $100,000)

1. Overtime Requirements.

   No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

   In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of $10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

8. CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR) (all contracts that exceed $25,000)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

9. DISADVANTAGED BUSINESS ENTERPRISES (all AIP-funded projects)

Contract Assurance (49 CFR § 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (49 CFR §26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame

may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

10. <u>FEDERAL FAIR LABOR STANDARDS ACT</u> (FEDERAL MINIMUM WAGE) (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	**Federal Agency with Enforcement Responsibilities**
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

11. <u>LOBBYING AND INFLUENCING FEDERAL EMPLOYEES</u> (all AIP-funded projects)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to

a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

12. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

13. RIGHTS TO INVENTIONS (all AIP-funded projects)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

14. TERMINATION OF CONTRACT (contracts that exceed $10,000)

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.

3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed

to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. <u>TRADE RESTRICTION CLAUSE</u> (all AIP-funded projects)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may

direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

16. <u>TEXTING WHEN DRIVING</u> (all contracts)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 “Text Messaging While Driving” (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.

THE STATE OF TEXAS	**)**	**ON-CALL**
	)	**AGREEMENT FOR**
COUNTY OF EL PASO	**)**	**PROFESSIONAL SERVICES**

This Agreement is made this **___ day of _____, 2021** by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the **"Owner"**, and **MORENO CARDENAS, INC.,** a Texas Corporation, hereinafter referred to as the **"Consultant"**.

WHEREAS, the Owner intends to engage the Consultant to perform professional construction management services on a task by task basis through the use of task orders referencing this Agreement, the scope of which is further described in **Attachment "A"**; and

WHEREAS, the Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner's selection procedure, in accordance with all applicable state and local laws and ordinances;

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

ARTICLE I
ATTACHMENTS

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment "A"	Scope of Services and Project Budget
Attachment "B"	Consultant's Fee Proposal and Hourly Rates
Attachment "C"	Consultant's Basic and Additional Services
Attachment "D"	Payment and Deliverable Schedules
Attachment "E"	Insurance Certificate
Attachment "F"	Federal Aviation Administration contract provisions for Airport Improvement Program Projects

ARTICLE II
PROJECT

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform on-call professional services on a Task Order basis. Each individual Task Order will identify the Project and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in **Attachment "A".**

2.2 For each Project, the Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

2.3 The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.

2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.

2.5 The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working days time period.

ARTICLE III
CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **Nine Hundred Thousand AND NO/00 DOLLARS ($900,000.00)** for all basic services and reimbursables performed pursuant to this Agreement.

No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of this Agreement.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00),** if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects.

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00),** if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding **FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00)** must have prior approval by City Council through written amendment to this Agreement.
The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for each Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment "B".**

Payments to the Consultant shall be made pursuant to **Attachment "D"**.

3.2 CONSULTANT'S SERVICES. The Basic Services and Additional Services, if any, to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C".**

3.3 CONSULTANT'S INVOICES. For each Project, the Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to the schedule established in **Attachment "D"**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety (90) days of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total Project budget, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of each phase. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

3.3.2 The Owner agrees to pay invoices for all services performed as soon as reasonably possible, but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant's fee proposal, except by written amendment to this Agreement, executed by both parties.

3.4 PROJECT CONSTRUCTION BUDGET. The Consultant acknowledges that the construction budget and a construction time for each Project will be identified in each Task Order.

3.5 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

ARTICLE IV
PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The term of this Agreement shall be for a period not to exceed **two (2) years** from the date first shown above. The services called for by each Task Order shall begin upon the issuance of a Notice to Proceed from the City Engineer and shall continue through the completion of the construction of the Project, including any required extensions beyond the contract time for construction of the Project, as may be directed by the Owner.

4.2 SUSPENSION. Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction

contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant's services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

4.3 TERMINATION. This Agreement may be terminated as provided herein.

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.3.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

4.3.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

ARTICLE V
INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS' COMPENSATION INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Consultant's employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

> "The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured."

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

a) **COMMERCIAL GENERAL LIABILITY**
$1,000,000.00 Per Occurrence
$2,000,000.00 General Aggregate
$2,000,000.00 Products/Completed Operations Aggregate
$1,000,000.00 Personal and Advertising Injury

Personal Injury or Death & Property Damage
$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

General Aggregate
$1,000,000.00
$1,000,000.00 per occurrence

b) **AUTOMOBILE LIABILITY**
Combined Single Limit
$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the

benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS ($1,000,000.00) on a claims made basis.

5.1.4 OWNER AS ADDITIONAL INSURED. The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Contract.

5.1.5 PROOF OF INSURANCE. The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this agreement.

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

Further, all polices shall provide either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy, that the insurance cannot be canceled or the amount of coverage changed without thirty (30) calendar days prior written notice to the City or ten (10) calendar days prior written notice for non-payment of insurance policy premiums.

5.2 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents consultants, and employees from and against any claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. The Consultant shall not be responsible for any acts of any of the City's Independent Project Managers.

To the extent allowed by state law, the Owner will be responsible for its own actions.

5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS. Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence,

professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed $250,000.00 per person or $500,000.00 per incident with property damage liability limited to $100,000.00 per incident.

ARTICLE VI
FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, as further described in Attachment "F".

--The Texas Department of Transportation through an Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

6.1.1 CONTRACT ASSURANCE. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this

contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

6.2 TERMINATION FOR CANCELLATION OF GRANT. Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.

During the performance of this contract, Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

(1) **Compliance with Regulations**: Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations),

which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination**: Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment**: In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) **Information and Reports**: Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance**: In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

   a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
   b. Cancellation, termination or suspension of the contract in whole or in part.

(6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE VII
GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is consistent with professional skill and care, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment "D"**. It is acknowledged that the Consultant does not have

control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment "D"**.

7.2 OPINION OF PROBABLE COST. As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant's final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant's most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project's scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

7.3 CONSULTANT'S QUALITY OF WORK. The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment "D"** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the Owner, who shall be vested with all common

law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner shall have the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant's records subject to audit shall include but not be limited to records which, in the Owner's discretion, have a bearing on matters of interest to the Owner in connection with the Consultant's work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant's records have been generated from computerized data, Consultant agrees to provide Owner's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to this Project, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times and places.

7.6 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

7.7 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

7.8 GOVERNING LAW. The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

7.9 CAPTIONS. The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

7.10 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

7.11 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the Owner:	The City of El Paso Attn: City Manager P.O. Box 1890 El Paso, Texas 79950-1890
With a Copy to:	The City of El Paso Attn: City Engineer P.O. Box 1890 El Paso, Texas 79950-1890
To the Consultant:	Moreno Cardenas, Inc. Attn: Roberto Moreno 2505 E. Missouri, Suite 100 El Paso, Texas 79903

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

7.12 CONFLICTING PROVISIONS. Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

7.13 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

(Signatures on following page)

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Tomás González
City Manager

APPROVED AS TO FORM:

Omar A. De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:

Jerry DeMuro/for

Samuel Rodriguez, P.E., City Engineer
Capital Improvement Department

(Acknowledgment)

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2021, by **Tomás González,** as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

_____

(Signatures continue on following page)

CONSULTANT:
MORENO CARDENAS, INC.

By: Roberto Moreno
Title: President

(Acknowledgment)

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 9th day of August, 2021, by Roberto Moreno, as President of Moreno Cardenas, Inc.

Notary Public, State of Texas

My commission expires:

April 14, 2023

KATHERINE RODRIGUEZ
My Notary ID # 128584744
Expires April 14, 2023

ATTACHMENT A
SCOPE OF WORK

The contracts will be used for miscellaneous assignments on an on call basis. Services include but are not limited to the following:

- Review project designs for constructability; develop independent cost estimates;
- As appropriate, participate in contractor procurement;
- Serve as the Owner's representative for construction; identify and make recommendations for approaches deviating from design documents, specifications and standards;
- Administer all phases of construction contracts from on-site mobilization, submittal reviews, change administration, project control, and closeout; ensure contractor compliance with construction contract requirements;
- Ensure compliance with design documents, applicable permits, and the City of El Paso's Capital Improvement Department Design Standards for Construction;
- Provide on-sight construction oversight; ensure site control and housekeeping measures are performed as needed;
- Stakeholder coordination during construction including project design teams where substantive design changes are requested during construction and/or to respond to requests for information/clarification/deviation;
- Assist in resolving issues related to construction progress
- Ensure appropriate coordination with utilities;
- Ensure construction impacts to residents/businesses is limited; where appropriate alert residents/businesses of extent and duration of impacts;
- Ensure timely responses to contractor inquiries as required from project stakeholders;
- Perform pre-construction/readiness reviews; schedule and lead regular construction progress meetings;
- Perform construction inspections and provide quality oversight; coordinate materials testing and verify acceptability of test results;
- Validate contractor schedules and cost estimates; monitor/report project progress and scope, schedule, and budget performance;
- Review and disposition construction submittals, including shop drawings, technical data, samples, etc., requests for information/change/deviation;
- Review/approve progress payment applications;
- Develop and recommend schedule and budget recovery measures as necessary;
- Negotiate change orders, estimate cost of work;
- Provide status and daily inspection reports identifying materials delivered, equipment and personnel on-site, activities performed, issues/directions.
- Maintain project records, including photographic documentation during construction; assist in project closeout as needed;
- Develop and maintain change order, correspondence, submittals, and Requests for Proposal/Information (RFP/RFI) logs;
- Develop and maintain construction documentation, including meeting minutes, daily reports and other documentation, including photo-documentation, as required;
- Provide value engineering recommendations;

- Coordinate all issues arising from projects to ensure the contractor has all the necessary information to complete projects; and,
- Monitor construction safety and implementation of the contractor(s) safety program; ensure site safety, security, and labor compliance measures as appropriate are adequate.

KEY OBJECTIVES:
The selected firms are expected to achieve the following:

- Serve as the Owner's representative for construction projects, coordinating directly with the City of El Paso Capital Improvement Department on all related tasks and construction activities.
- Advocate the interests of the City of El Paso.
- Implement creative and innovative approaches to problem solving.
- Provide effective and informative reports of the progress of construction.
- Implement an effective quality assurance program.
- Ensure the project will meet the intended results.
- Ensure that the project will support the user department's mission, accreditation standards, and compliance with best practices.
- Assess the adequacy of contractor schedules, including overall and look ahead schedules; monitor and report on schedule performance and where necessary identify schedule recovery measures.
- Monitor and report on project construction and construction management budgets.

ELECTRONIC DOCUMENT MANAGEMENT
The selected firms are to minimize the use of large amounts of paper in an effort to promote a "green approach" to document management. Several available web-based programs or software to store, manage, view, review, and comment are commercially available. Access to the document management software used by the firm(s) shall be provided to the City representative(s) throughout the duration of each task order issued under this contract. While not exhaustive, the following are some of the documents to be placed on web-based software:

- Concept documents
- Design documents including specifications and estimates
- Bid documents
- Contract terms and conditions
- Construction drawings
- Reissued construction drawings
- Submittals
- Correspondence
- Environmental Documentation
- Quality Assurance/Quality Control
- Meeting minutes
- Project schedules
- Daily reports
- Monthly reports
- Requests For Information/Change/Deviation
- Work Directives

- Inspection reports
- Observation reports
- Pay applications
- Change Orders
- Operations and maintenance documentation
- Closeout documents
- Warranty documents
- Photos

ATTACHMENT "B"
CONSULTANT'S FEE PROPOSAL AND HOURLY RATES

PLANNING • ENGINEERING • PROJECT MANAGEMENT
Moreno Cardenas Inc.
EL PASO • SAN ANTONIO

CITY OF EL PASO PROFESSIONAL SERVICES AGREEMENT HOURLY BILLING RATES AND REIMBURSABLE COSTS

Classification	Hourly Rates
1. Principal Engineer	$247.00
2. Senior Project Manager	$247.00
3. Project Manager	$150.00
4. Associate Project Manager	$116.00
5. Engineer V	$125.00
6. Engineer IV	$103.00
7. Engineer III	$95.00
8. Engineer I/II	$85.00
9. Designer	$80.00
10. Engineering Technician III	$65.00
11. Engineering Technician II	$45.00
12. Engineering Technician I	$41.00
13. Administrative Manager	$77.00
14. Administrative Assistant	$51.00
15. Typist	$46.00
16. Runner/Clerk	$35.00
17. Resident Project Representative	$95.00
18. Expert Witness Preparation and Testimony	$350.00

Reimbursable Costs

1. Mileage:	$0.58/mile
2. Sub-consultants:	Cost x 1.10
3. All Direct Project Costs	Cost x 1.10
4. Other reimbursable costs as determined by Project Principal.	

General Administration Overhead Multiplier & Profit Markup

1. Fringe Benefit Rate: 35.86%
2. General Overhead Rate: 77.03%
3. Combined Rate: 112.89%
4. Profit Rate: 10%

July 21, 2021

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

Each individual Task Order will identify the **"Project"**, and the Consultant shall provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.

2. The Consultant shall comply with the City of El Paso Engineering and Construction Management Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under the design phases of this Agreement.

3. The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.

4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with a project within the allocated budget. The Owner's review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

REPORT PHASE

1. Upon receipt of the Owner's written authorization to proceed with the **Report Phase**, the Consultant shall:

a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.

b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.

c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

d. Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant's recommendations.

e. As per Attachment "D", furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.

2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.

3. As identified in the Scope of Work in Attachment "A", the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

PHASE I - PRELIMINARY DESIGN PHASE

Upon receipt of the Owner's written authorization to proceed with the **Preliminary Design Phase**, the Consultant shall do the following separately for each construction contract:

1. Consult with the Owner to determine the Owner's requirements for the Project.

2. Provide at the Consultant's sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the

Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior, Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.

4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.

5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner's representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.

7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.

8. Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.

9. As per **Attachment "D"**, furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

PHASE II - PRE-FINAL DESIGN PHASE

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

Upon receipt of the Owner's written authorization to proceed with the Pre-Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant's assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities. The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.

2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the **"Drawings,"** to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called **"Specifications."** These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.

3. Advise the Owner of any adjustment to the Consultant's previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant's cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor's method of pricing and that the Consultant's opinion of probable construction costs are made on the basis of professional judgment and experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.

4. Prepare proposal forms.

5. As per **Attachment "D"**, furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not

approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

PHASE III - FINAL DESIGN PHASE

Upon receipt of the Owner's written authorization to proceed with the Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.

2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility Consultant comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.

3. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.

4. **As per Attachment "D"**, furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.

5. **As per Attachment "D"**, furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.

6. Additional copies of the drawings and specifications beyond those identified in **Attachment "D"**, required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

BIDDING PHASE

Upon receipt of Owner's written request, the Consultant shall provide any of the following services during the Bidding Phase:

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.

2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.

3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.

4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval authority over the Drawings and Specifications. As per Attachment "D", deliver copies of all addenda to the Owner for appropriate action.

5. As identified in Attachment "A", assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.

6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

CONSTRUCTION PHASE

At Owner's request, the Consultant shall provide any of the following services associated with the Construction Phase:

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.

2. Advise and consult with the Owner and act as the Owner's representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner's standard general conditions for construction projects, with

such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.

3. Unless otherwise stipulated in Attachment "A", Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.

4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant's efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

Nothing in this Agreement shall be construed as requiring the Consultant to assume responsibility for or to guarantee the complete adherence of the construction contractor to the Drawings and Specifications and the construction contract documents.

5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within ten City working days following receipt of submittal documents.** The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.

6. Issue the Owner's instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner's approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner's representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract

documents, subject to the Owner's interpretation of such terms and conditions. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.

7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.

8. Conduct with the Owner and construction contractor no more **than two brief preliminary inspections**, at times requested by the construction contractor to determine if the Project is ready for final inspection.

9. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA inspector or State certified ADA consultant, and the construction contractor, a final inspection of the Project and prepare and publish a "punch list" of minor deficiencies to be corrected prior to final payment to the construction contractor. The **"punch list"** shall be furnished to the construction contractor and the Owner within **two City working days** after the final inspection.

10. Issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.

11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.

12. Furnish the Owner one set of reproducible **(D format)** "record" drawings **on Mylar** showing changes made during the construction process, based on the marked-up prints,

drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format.

13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.

14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner's request, have recommendations implemented by the construction contractor.

15. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

16. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.

17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.

18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.

19. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.

20. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.

21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.

22. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.

23. Provide additional or extended services during construction made necessary by: **a)** work damaged by fire or other cause during construction; **b)** prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; **c)** Acceleration of the work schedule involving services beyond normal city working hours; or **d)** the

construction contractor's default under the construction contract due to delinquency or insolvency.

24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.

25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

If authorized in writing by the Owner, through written amendment, the Consultant shall perform or obtain Additional Services noted below, which are not covered within the Agreement. No claim for Additional Services or cost shall be allowed unless the same was done pursuant to a written authorization dated prior to the Additional Services or cost and which was authorized pursuant to the policies and procedures of the Owner (i.e., passage by City Council). The Owner shall pay for such Additional Services as indicated in the Agreement.

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.

2. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner's scope or budget, except where the Consultant's preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant's final design cost opinions by **ten percent** or more.

3. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.

4. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.

5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

RESIDENT PROJECT SERVICES

1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Consultant in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.

2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the City Engineer before such services begin.

3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

Fixed fee Payment to Consultant

Report Phase	**To be determined by Task Order**
Preliminary Design Phase	**To be determined by Task Order**
Pre-Final Design Phase	**To be determined by Task Order**
Final Design Phase	**To be determined by Task Order**
Bidding Phase	**To be determined by Task Order**
Construction Phase	**To be determined by Task Order**

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant's proposal found in **Attachment "B"**. The time shown in **Attachment "B"** is an estimate. Should the services rendered during the bidding and construction phases exceed the estimated amount, written authorization will be required prior to rendering services. Written authorization shall be only by contract amendment in accordance with the contract provisions. For contracts with a total value less than Fifty Thousand and No/100 Dollars ($50,000), the parties agree that at no time may the amount of the compensation under this contract exceed Fifty Thousand and No/100 Dollars ($50,000) except by execution of an amendment to this Agreement.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant's detailed Invoice and a Consulting Summary and Progress Report and the Owner's written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/Consultant location.

Reimbursable Costs: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Receipts: Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. ***Tips and alcohol are not reimbursable.***

No single invoice may include items for both August and September of any given year. The Owner's fiscal year begins on September 1st of each year and ends on August 31st of each year. Consultant's invoices must be separated into items that end August 31st and those that begin on Septembers 1st of any given year, to coincide with Owner's fiscal year.

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the City. A log is preferred showing the date, person's name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

Personal Automobile Mileage: Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. Movie costs for "Pay for View" or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

DELIVERABLE SCHEDULE

REPORT PHASE
The services called for in the Report Phase of this Agreement shall be completed and **5 copies** of the Preliminary Study and Report shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE I—PRELIMINARY DESIGN PHASE
The services called for in **Phase I** of this Agreement shall be completed and **10 copies** of any required documents and opinion of probable construction costs shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. If Owner does not approve the preliminary design documents, the Consultant shall furnish **five copies** of the resubmitted design documents.

PHASE II—PRE-FINAL DESIGN PHASE
The services called for in **Phase II** of this Agreement shall be completed and **10 copies** the required documents and services shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE III—FINAL DESIGN PHASE
The services called for in **Phase III** of this Agreement shall be completed and **10 copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **3 copies** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **10 copies** of the final design documents and specifications for bidding to the Owner within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment "C" and submit **1 copy** of all addenda to the Owner for appropriate action within **2 consecutive calendar days.**

PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment "C" and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within sixty days from the date of substantial completion.

Client#: 1141690 ATTACHMENT "E" MORENCAR7

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 713 490-4600	PHONE (A/C, No, Ext): 713 490-4600	FAX (A/C, No): 713-490-4700
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Lloyds Insurance Company	38253
INSURER B : Texas Mutual Insurance Company	22945
INSURER C : XL Specialty Insurance Company	37885
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Moreno Cardenas, Inc.
2505 E. Missouri, Suite 100
El Paso, TX 79903

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			65SBAGB8395	11/19/2020	11/19/2021	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			65SBAGB8395	11/19/2020	11/19/2021	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			65SBAGB8395	11/19/2020	11/19/2021	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $10000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			0001185302	11/19/2020	11/19/2021	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Professional Liab Claims Made & Reported Pol			DPR9969469 Retro:12/17/92	12/17/2020	12/17/2021	$3,000,000 per claim $3,000,000 annl aggr.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability, Auto Liability and Workers Compensation policy(s) provide a Blanket Waiver of Subrogation when required by written contract, except as prohibited by law. The General Liability and Auto Liability policy(s) includes an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured. Umbrella follows form.
(See Attached Descriptions)

CERTIFICATE HOLDER

City of El Paso
Capital Improvement Department
Attn: Rebecca Rodriguez
218 N. Campbell
El Paso, TX 79901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James E. Zimmerman

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DESCRIPTIONS (Continued from Page 1)

RE: Solicitation #2021-1343R On Call Construction Management.
Additional insured includes: The Owner

ATTACHMENT "F"

FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

In this Attachment "F", the term "Contractor" shall refer to the "Consultant", and the term "Airport Sponsor" shall refer to the "City".

If there are any conflicts between the terms and conditions of Attachment "F" and Article VI of the Agreement, the terms and conditions of Attachment "F" will prevail.

A. GENERAL REQUIREMENT FOR CONTRACT

1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;

2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;

3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and

4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

B. FAILURE TO COMPLY

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,

2. Terminate the contract,

3. Seek suspension/debarment, or

4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

C. CONTRACT PROVISIONS

1. ACCESS TO RECORDS AND REPORTS (all AIP-funded projects)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized

representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after the final payment is made and all pending matters are closed.

2. <u>BREACH OF CONTRACT TERMS</u> (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at $100,000.)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. <u>BUY AMERICAN PREFERENCES</u> (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

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Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:

a. Only installing steel and manufactured products produced in the United States; or

b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.

2. To faithfully comply with providing US domestic products

3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.

2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To furnish US domestic product for any waiver request that the FAA rejects.

5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "facility". The required documentation for a type 3 waiver is:

a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
c. Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

a. Detailed cost information for total project using US domestic product
b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

a. Only installing steel and manufactured products produced in the United States, or;

b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;

c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.

2. To faithfully comply with providing US domestic product

3. To furnish US domestic product for any waiver request that the FAA rejects

4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.

2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
c. Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

a. Detailed cost information for total project using US domestic product
b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

4. GENERAL CIVIL RIGHTS PROVISIONS (all contracts)

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

5. CIVIL RIGHTS-TITLE IV COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS (all AIP funded projects)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities,** as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

   a. Withholding payments to the contractor under the contract until the contractor complies; and/or

   b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontractor or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

6. <u>CLEAN AIR AND WATER POLLUTION CONTROL</u> (all contracts that exceed $100,000)

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

4. To include or cause to be included in any construction contract or subcontract which exceeds $100,000 the aforementioned criteria and requirements.

7. <u>CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS</u> (all contracts that exceed $100,000)

1. Overtime Requirements.

   No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

   In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of $10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

8. CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR) (all contracts that exceed $25,000)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

9. DISADVANTAGED BUSINESS ENTERPRISES (all AIP-funded projects)

Contract Assurance (49 CFR § 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (49 CFR §26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame

may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

10. <u>FEDERAL FAIR LABOR STANDARDS ACT</u> (FEDERAL MINIMUM WAGE) (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	**Federal Agency with Enforcement Responsibilities**
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

11. <u>LOBBYING AND INFLUENCING FEDERAL EMPLOYEES</u> (all AIP-funded projects)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to

a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

12. <u>OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970</u> (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

13. <u>RIGHTS TO INVENTIONS</u> (all AIP-funded projects)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

14. <u>TERMINATION OF CONTRACT</u> (contracts that exceed $10,000)

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.

3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed

to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. <u>TRADE RESTRICTION CLAUSE</u> (all AIP-funded projects)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may

direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

16. <u>TEXTING WHEN DRIVING</u> (all contracts)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 “Text Messaging While Driving” (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.

THE STATE OF TEXAS	**)**	**ON-CALL**
	)	**AGREEMENT FOR**
COUNTY OF EL PASO	**)**	**PROFESSIONAL SERVICES**

This Agreement is made this **___ day of _____, 2021** by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the **"Owner"**, and **PARKHILL, INC.,** a Texas Corporation, hereinafter referred to as the **"Consultant"**.

WHEREAS, the Owner intends to engage the Consultant to perform professional construction management services on a task by task basis through the use of task orders referencing this Agreement, the scope of which is further described in **Attachment "A"**; and

WHEREAS, the Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner's selection procedure, in accordance with all applicable state and local laws and ordinances;

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

ARTICLE I
ATTACHMENTS

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment "A"	Scope of Services and Project Budget
Attachment "B"	Consultant's Fee Proposal and Hourly Rates
Attachment "C"	Consultant's Basic and Additional Services
Attachment "D"	Payment and Deliverable Schedules
Attachment "E"	Insurance Certificate
Attachment "F"	Federal Aviation Administration contract provisions for Airport Improvement Program Projects

ARTICLE II
PROJECT

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform on-call professional services on a Task Order basis. Each individual Task Order will identify the Project and the total compensation due to each Project. The Task Order for each Project shall include the Scope of Services described in **Attachment "A".**

2.2 For each Project, the Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

2.3 The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.

2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.

2.5 The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working days time period.

ARTICLE III
CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **Nine Hundred Thousand AND NO/00 DOLLARS ($900,000.00)** for all basic services and reimbursables performed pursuant to this Agreement.

No services are being requested through this Agreement, nor shall any indebtedness accrue through the mere execution of this Agreement.

The City Engineer may, without further authorization from the City Council and in a form approved by the City Attorney, increase the total payment identified for all basic services and reimbursables performed pursuant to this Agreement in an amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00),** if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects.

In addition, if authorized in advance by the City Engineer, in a form approved by the City Attorney, the Consultant may perform such Additional Services as also enumerated within **Attachment "C"** in an amount not to exceed **FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00),** if such services are necessary for proper execution of any identified Projects and the increased amounts are within the appropriate budget identified for the identified Projects. Additional Services exceeding **FIFTY THOUSAND AND NO/100 DOLLARS ($50,000.00)** must have prior approval by City Council through written amendment to this Agreement.
The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for each Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment "B".**
Payments to the Consultant shall be made pursuant to **Attachment "D"**.

3.2 CONSULTANT'S SERVICES. The Basic Services and Additional Services, if any, to be provided by the Consultant for this Agreement are attached hereto as **Attachment "C".**

3.3 CONSULTANT'S INVOICES. For each Project, the Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to the schedule established in **Attachment "D"**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety (90) days of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total Project budget, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of each phase. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

3.3.2 The Owner agrees to pay invoices for all services performed as soon as reasonably possible, but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant's fee proposal, except by written amendment to this Agreement, executed by both parties.

3.4 PROJECT CONSTRUCTION BUDGET. The Consultant acknowledges that the construction budget and a construction time for each Project will be identified in each Task Order.

3.5 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

ARTICLE IV
PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The term of this Agreement shall be for a period not to exceed **two (2) years** from the date first shown above. The services called for by each Task Order shall begin upon the issuance of a Notice to Proceed from the City Engineer and shall continue through the completion of the construction of the Project, including any required extensions beyond the contract time for construction of the Project, as may be directed by the Owner.

4.2 SUSPENSION. Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that

phase of work last authorized. However, should the Consultant's services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

4.3 TERMINATION. This Agreement may be terminated as provided herein.

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.3.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

4.3.3 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

ARTICLE V
INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

5.1.1 WORKERS' COMPENSATION INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of the Consultant's employees to be engaged in work under this Agreement. The Consultant shall provide the following endorsement:

> "The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured."

5.1.2 COMMERCIAL LIABILITY, PROPERTY DAMAGE LIABILITY AND AUTOMOBILE LIABILITY INSURANCE. The Consultant shall procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Consultant and the Consultant's employees performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Consultant or by anyone directly or indirectly employed by the Consultant. The minimum limits of liability and coverages shall be as follows:

a) **COMMERCIAL GENERAL LIABILITY**
$1,000,000.00 Per Occurrence
$2,000,000.00 General Aggregate
$2,000,000.00 Products/Completed Operations Aggregate
$1,000,000.00 Personal and Advertising Injury

Personal Injury or Death & Property Damage
$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

General Aggregate
$1,000,000.00
$1,000,000.00 per occurrence

b) **AUTOMOBILE LIABILITY**
Combined Single Limit
$1,000,000.00 per accident

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the

benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of ONE MILLION AND 00/100 DOLLARS ($1,000,000.00) on a claims made basis.

5.1.4 OWNER AS ADDITIONAL INSURED. The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Contract.

5.1.5 PROOF OF INSURANCE. The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this agreement.

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment "E"**. All certificates shall also include the name of the project on the corresponding insurance certificate.

Further, all polices shall provide either in the policy itself and reflected on the certificate of insurance or through an endorsement attached to the policy, that the insurance cannot be canceled or the amount of coverage changed without thirty (30) calendar days prior written notice to the City or ten (10) calendar days prior written notice for non-payment of insurance policy premiums.

5.2 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless Owner, and Owner's officers, directors, partners, agents consultants, and employees from and against any claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of Consultant or Consultant's officers, directors, partners, agents, consultants or employees. This indemnification provision is subject to and limited by the provisions agreed to by Owner and Consultant, as noted below. The Consultant shall not be responsible for any acts of any of the City's Independent Project Managers.

To the extent allowed by state law, the Owner will be responsible for its own actions.

5.2.1 CONSULTANT'S LIABILITY LIMITED TO AMOUNT OF INSURANCE REQUIREMENTS. Consultant shall procure and maintain insurance as required by and set forth in the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's officers, directors, partners, employees, agents, and consultants (hereafter referred to collectively as "Consultant"), to Owner and anyone claiming by through, or under Owner for any and all claims, losses, costs, or damages, whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence,

professional errors or omissions, strict liability or breach of contract, or warranty express or implied of Consultant (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Consultant's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Consultant to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's claims shall not exceed $250,000.00 per person or $500,000.00 per incident with property damage liability limited to $100,000.00 per incident.

ARTICLE VI
FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, as further described in Attachment "F".

--The Texas Department of Transportation through an Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

6.1.1 CONTRACT ASSURANCE. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this

contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

6.2 TERMINATION FOR CANCELLATION OF GRANT. Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.

During the performance of this contract, Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

(1) **Compliance with Regulations**: Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations),

which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination**: Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment**: In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) **Information and Reports**: Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance**: In the event of Consultant's noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:

   a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
   b. Cancellation, termination or suspension of the contract in whole or in part.

(6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE VII
GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is consistent with professional skill and care, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment "D"**. It is acknowledged that the Consultant does not have

control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices and consistent with the schedule provided in **Attachment "D"**.

7.2 OPINION OF PROBABLE COST. As a design professional practicing in El Paso the Consultant is expected to be familiar with the cost of construction, labor, and materials in the El Paso area and of bidding and market trends. The cost opinions of construction cost provided by the Consultant, as required herein, are to be made in light of such familiarity and are expected to be within **ten percent (10%)** of the bid for the base bid item expected from the lowest responsible bidder.

The Consultant's final cost opinions for the construction of the Project, shall take into account labor costs which shall be based on the current City of El Paso prevailing wage rates as adopted by the City Council. In the event that the Project is funded with federal funds, the higher of the City of El Paso prevailing wage rates or the Davis-Bacon wage rates shall be utilized by the Consultant in compiling a final cost opinions for the Project.

If the Consultant's most recent cost opinion for any construction contract is in excess of the Project construction budget, the Owner shall give written approval of an increase in the limit, or shall cooperate in revising the Project's scope or quality, or both, to reduce the cost as required. Such revisions shall be made, and Drawings and Specifications modified by the Consultant without further compensation.

As noted herein, if all responsible bids exceed the final cost opinion by more than **ten percent (10%)**, the Consultant agrees, at the direction of the Owner, to redesign the Project without additional charge to the Owner in order to bring the Project within the budgetary limitations.

7.3 CONSULTANT'S QUALITY OF WORK. The Owner's review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant's services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment "D"** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the "Instruments of Service") are the property of the Owner, who shall be vested with all common

law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner shall have the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant's records subject to audit shall include but not be limited to records which, in the Owner's discretion, have a bearing on matters of interest to the Owner in connection with the Consultant's work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant's records have been generated from computerized data, Consultant agrees to provide Owner's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to this Project, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times and places.

7.6 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

7.7 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

7.8 GOVERNING LAW. The Consultant shall comply with applicable Federal, State and local laws and ordinances applicable to the work contemplated herein.

7.9 CAPTIONS. The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

7.10 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

7.11 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the Owner:	The City of El Paso Attn: City Manager P.O. Box 1890 El Paso, Texas 79950-1890
With a Copy to:	The City of El Paso Attn: City Engineer P.O. Box 1890 El Paso, Texas 79950-1890
To the Consultant:	Parkhill, Inc. Attn: Michael Ramirez 501 W. San Antonio Avenue El Paso, Texas 79901

Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

7.12 CONFLICTING PROVISIONS. Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

7.13 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

(Signatures on following page)

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

Tomás González
City Manager

APPROVED AS TO FORM:

Omar A. De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:

Jerry DeMuro/for
Samuel Rodriguez, P.E., City Engineer
Capital Improvement Department

(Acknowledgment)

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2021, by **Tomás González,** as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

_____

(Signatures continue on following page)

CONSULTANT:
PARKHILL, INC.

_____

By: Michael Ramirez
Title: Principal

(Acknowledgment)

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2021, by Michael Ramirez, as Pricipal of Parkhill, Inc**.**

_____

Notary Public, State of Texas

My commission expires:

_____

ATTACHMENT A
SCOPE OF WORK

The contracts will be used for miscellaneous assignments on an on call basis. Services include but are not limited to the following:

- Review project designs for constructability; develop independent cost estimates;
- As appropriate, participate in contractor procurement;
- Serve as the Owner's representative for construction; identify and make recommendations for approaches deviating from design documents, specifications and standards;
- Administer all phases of construction contracts from on-site mobilization, submittal reviews, change administration, project control, and closeout; ensure contractor compliance with construction contract requirements;
- Ensure compliance with design documents, applicable permits, and the City of El Paso's Capital Improvement Department Design Standards for Construction;
- Provide on-sight construction oversight; ensure site control and housekeeping measures are performed as needed;
- Stakeholder coordination during construction including project design teams where substantive design changes are requested during construction and/or to respond to requests for information/clarification/deviation;
- Assist in resolving issues related to construction progress
- Ensure appropriate coordination with utilities;
- Ensure construction impacts to residents/businesses is limited; where appropriate alert residents/businesses of extent and duration of impacts;
- Ensure timely responses to contractor inquiries as required from project stakeholders;
- Perform pre-construction/readiness reviews; schedule and lead regular construction progress meetings;
- Perform construction inspections and provide quality oversight; coordinate materials testing and verify acceptability of test results;
- Validate contractor schedules and cost estimates; monitor/report project progress and scope, schedule, and budget performance;
- Review and disposition construction submittals, including shop drawings, technical data, samples, etc., requests for information/change/deviation;
- Review/approve progress payment applications;
- Develop and recommend schedule and budget recovery measures as necessary;
- Negotiate change orders, estimate cost of work;
- Provide status and daily inspection reports identifying materials delivered, equipment and personnel on-site, activities performed, issues/directions.
- Maintain project records, including photographic documentation during construction; assist in project closeout as needed;
- Develop and maintain change order, correspondence, submittals, and Requests for Proposal/Information (RFP/RFI) logs;
- Develop and maintain construction documentation, including meeting minutes, daily reports and other documentation, including photo-documentation, as required;
- Provide value engineering recommendations;

- Coordinate all issues arising from projects to ensure the contractor has all the necessary information to complete projects; and,
- Monitor construction safety and implementation of the contractor(s) safety program; ensure site safety, security, and labor compliance measures as appropriate are adequate.

KEY OBJECTIVES:
The selected firms are expected to achieve the following:

- Serve as the Owner's representative for construction projects, coordinating directly with the City of El Paso Capital Improvement Department on all related tasks and construction activities.
- Advocate the interests of the City of El Paso.
- Implement creative and innovative approaches to problem solving.
- Provide effective and informative reports of the progress of construction.
- Implement an effective quality assurance program.
- Ensure the project will meet the intended results.
- Ensure that the project will support the user department's mission, accreditation standards, and compliance with best practices.
- Assess the adequacy of contractor schedules, including overall and look ahead schedules; monitor and report on schedule performance and where necessary identify schedule recovery measures.
- Monitor and report on project construction and construction management budgets.

ELECTRONIC DOCUMENT MANAGEMENT
The selected firms are to minimize the use of large amounts of paper in an effort to promote a "green approach" to document management. Several available web-based programs or software to store, manage, view, review, and comment are commercially available. Access to the document management software used by the firm(s) shall be provided to the City representative(s) throughout the duration of each task order issued under this contract. While not exhaustive, the following are some of the documents to be placed on web-based software:

- Concept documents
- Design documents including specifications and estimates
- Bid documents
- Contract terms and conditions
- Construction drawings
- Reissued construction drawings
- Submittals
- Correspondence
- Environmental Documentation
- Quality Assurance/Quality Control
- Meeting minutes
- Project schedules
- Daily reports
- Monthly reports
- Requests For Information/Change/Deviation
- Work Directives

- Inspection reports
- Observation reports
- Pay applications
- Change Orders
- Operations and maintenance documentation
- Closeout documents
- Warranty documents
- Photos

ATTACHMENT "B"
CONSULTANT'S FEE PROPOSAL AND HOURLY RATES

Parkhill
Hourly Rate Schedule
August 1, 2021 through August 31, 2023

Client: City of El Paso **Project:** On-Call Projects

Agreement Date: **Location:** El Paso, Texas

CLASSIFICATION	HOURLY RATE
SUPPORT STAFF I	$55.00
SUPPORT STAFF II	$65.00
SUPPORT STAFF III	$90.00
SUPPORT STAFF IV	$96.00
SUPPORT STAFF V	$106.00
SUPPORT STAFF VI	$115.00
PROFESSIONAL LEVEL I	
Civil Engineer	$117.00
Electrical Engineer	$120.00
Mechanical Engineer	$117.00
Structural Engineer	$112.00
Surveyor I	$85.00
Other Professional	$105.00
PROFESSIONAL LEVEL II	
Civil Engineer	$122.00
Electrical Engineer	$122.00
Mechanical Engineer	$122.00
Structural Engineer	$122.00
Surveyor II	$95.00
Other Professional	$111.00

CLASSIFICATION	HOURLY RATE
PROFESSIONAL LEVEL III	
Civil Engineer	$145.00
Electrical Engineer	$145.00
Mechanical Engineer	$145.00
Structural Engineer	$145.00
Surveyor III	$110.00
Other Professional	$122.00
PROFESSIONAL LEVEL IV	
Civil Engineer	$172.00
Electrical Engineer	$172.00
Mechanical Engineer	$172.00
Structural Engineer	$172.00
Surveyor IV	$127.00
Other Professional	$144.00
PROFESSIONAL LEVEL V	
Civil Engineer	$205.00
Electrical Engineer	$205.00
Mechanical Engineer	$205.00
Structural Engineer	$205.00
Professional Surveyor V	$150.00
Other Professional	$160.00

CLASSIFICATION	HOURLY RATE
PROFESSIONAL LEVEL VI	
Civil Engineer	$222.00
Electrical Engineer	$222.00
Mechanical Engineer	$222.00
Structural Engineer	$222.00
Professional Surveyor VI	$180.00

Expenses: Reimbursement for expenses as listed, but not limited to, incurred in connection with services, will be at cost plus 10 percent for items such as:

1. Maps, photographs, postage, phone, reproductions, printing, equipment rental, and special supplies related to the services.
2. Consultants, soils engineers, surveyors, contractors, and other outside services.
3. Rented vehicles, local public transportation and taxis, road toll fees, travel, and subsistence.
4. Special or job-specific fees, insurance, permits, and licenses applicable to work services.
5. Mileage at IRS-approved rate.

Rate for professional staff for legal proceedings or as expert witnesses is not included in these Hourly Rates. Excise and gross receipt taxes, if any, will be added as an expense.
Foregoing Schedule of Charges is incorporated into the Agreement for Services provided, effective August 1, 2021 through August 31, 2023.
After August 31, 2023, invoices will reflect the Schedule of Charges currently in effect.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

Each individual Task Order will identify the **"Project"**, and the Consultant shall provide the Basic and Additional Services as noted herein.

BASIC SERVICES OF THE CONSULTANT

GENERAL

1. The Consultant agrees to perform professional services in connection with the Project as hereinafter stated.

2. The Consultant shall comply with the City of El Paso Engineering and Construction Management Department Construction Document Guidelines, which are in effect at the time of this Agreement and are available in the City Engineering Department, in the performance of the services requested under the design phases of this Agreement.

3. The Consultant shall serve as the Owner's professional representative in those phases of the Project to which this Agreement applies, and shall give consultation and advice to the Owner during the performance of services.

4. The Owner is relying upon the skill, reasonable care and knowledge of the Consultant to furnish the Owner with a project within the allocated budget. The Owner's review of any documents prepared by the Consultant is only general in nature and its obligation to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in the project.

REPORT PHASE

1. Upon receipt of the Owner's written authorization to proceed with the **Report Phase**, the Consultant shall:

a. Consult with the Owner to determine the requirements of the Project and together with the Owner develop a mutually acceptable scope for the Project.

b. Provide preliminary investigations, studies, topographic surveys including ties to known monuments of right-of-way lines, general supervision of any other services obtained as described in Part 1.c. of this section and interpreting or incorporating results of any such services for inclusion in the Preliminary Study and Report referred to in Part 1.d. of this section.

c. (1) Provide consultation and advice as to the necessity of providing or obtaining other services such as: (a) Property surveys, boundary surveys, right-of-way surveys, and utility surveys, (b) Core borings, probings, and hydrographic surveys, (c) Laboratory testing, and (d) Inspection or other special consultation; (2) Act as the Owner's representative in connection with such services; and (3) If concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

d. Prepare a Preliminary Study and Report on the Project based on the mutually accepted program in sufficient detail to indicate clearly the problems involved and the alternative solutions available to the Owner, to include schematic layouts, sketches, flow diagrams and reports of studies, and a general opinion of probable construction costs for such of the above listed improvements to be included in the Project, and to set forth the Consultant's recommendations.

e. As per Attachment "D", furnish the Preliminary Study and Report and a general opinion of probable construction cost opinion to the Owner.

2. Upon receipt of the Preliminary Study and Report and before the Consultant is authorized to proceed with the Preliminary Design Phase, the Owner at its option may designate in writing various construction contracts into which the Project shall be divided, each of which may include one or more of the above listed improvements to be constructed. If the Owner designates various construction contracts into which the Project is to be divided, the Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, and final design drawings, specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.

3. As identified in the Scope of Work in Attachment "A", the Consultant shall investigate the extent and character of any potential soil or water contamination on the properties identified in the Scope of Work, conduct asbestos investigations, environmental site assessments, and provide other environmental engineering services as required and authorized. Services not included in the original scope of work shall be considered Additional Services. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement, applicable Texas Commission on Environmental Quality and Texas Department of State Health Services Regulations, and any and all applicable state, federal and local laws. The Consultant shall develop an Investigation Plan for the identified properties. Upon approval of the Investigation Plan by the City, the City shall arrange to issue a Notice to Proceed for the Consultant to proceed in relation to an identified property.

PHASE I - PRELIMINARY DESIGN PHASE

Upon receipt of the Owner's written authorization to proceed with the **Preliminary Design Phase**, the Consultant shall do the following separately for each construction contract:

1. Consult with the Owner to determine the Owner's requirements for the Project.

2. Provide at the Consultant's sole expense right-of-way surveys, boundary surveys, topographic surveys, drainage surveys, and soil investigations as needed to design the

Project and as required by the Scope of Work of the Agreement; obtain all available information from all utility companies and other affected agencies including, but not limited to, the Texas Department of Transportation and the U.S. Department of Interior, Bureau of Reclamation, as needed to complete the proper design. This does not, however, include property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

3. Obtain all available horizontal and vertical locations of public utilities, and fully coordinate design of the Project with public utilities in an effort to minimize relocation of utilities as much as possible.

4. Make drawings from field measurements of existing construction when required for planning additions or alterations thereto.

5. Provide consultation and advice as to the necessity of providing or obtaining other services such as the types described herein, and act as the Owner's representative in connection with any such services, and if concurred with and authorized by the Owner, provide, procure, or assist in procuring such Additional Services.

6. Review with the Owner alternative approaches in regard to the construction of the Project. The Owner at its option may designate in writing various construction contracts into which the Project shall be divided. The Consultant may request additional reasonable compensation if the Owner designates various construction contracts into which the Project is to be divided. The Consultant shall thereafter treat each construction contract as a separate Project under this Agreement. Each construction contract shall be separately bid and the Consultant shall prepare separate preliminary design, pre-final design, and final design specifications, proposal forms, notices to bidders, construction contract documents, and other required documents for each construction contract.

7. Prepare for approval by the Owner preliminary design documents consisting of evaluation of existing structural report, design criteria, drawings, and outline specifications to develop, and establish the scope of each construction contract.

8. Prepare a detailed opinion of probable construction costs for each construction contract containing the main construction components, based on the information given in the preliminary design documents.

9. As per **Attachment "D"**, furnish copies of the above preliminary design documents and opinion of probable construction costs for each construction contract. If the above preliminary design documents are not approved by the Owner, the Consultant shall furnish copies of the resubmitted preliminary design documents at no additional cost to the Owner.

PHASE II - PRE-FINAL DESIGN PHASE

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

Upon receipt of the Owner's written authorization to proceed with the Pre-Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Prepare required documents and assist the Owner in obtaining approval of such governmental authorities as may have jurisdiction over the design criteria applicable to each construction contract. The Consultant's assistance in obtaining such approvals shall include participation in submissions to and negotiations with the appropriate authorities. The Consultant shall be fully responsible for coordination with all utility companies to resolve conflicts pertaining to location of utility lines and shall exercise customary and usual professional care for obtaining utility clearances. Since some utility locations may not be recorded or mapped, additional efforts to locate utilities maybe required as an additional service upon written approval of the Owner.

2. On the basis of the approved preliminary design documents and subject to approval of design criteria, prepare for incorporation in the construction contract documents detailed drawings and plans, hereinafter called the **"Drawings,"** to show the character and scope of the work to be performed by construction contractors on each construction contract, instructions to bidders, general conditions, special conditions, and technical provisions, hereinafter called **"Specifications."** These plans shall include the required cross sections from actual fieldwork for estimated earthwork quantities.

3. Advise the Owner of any adjustment to the Consultant's previous opinion of probable construction costs for each construction contract caused by changes in scope, design requirements, general market conditions, or construction costs and furnish a revised opinion of probable construction costs, based on the completed Drawings and Specifications. The Consultant expressly authorizes any person designated by the Owner to review at any time prior to the Bidding Phase any opinion of probable construction costs made by the Consultant. The Consultant agrees to cooperate fully in such review, and shall furnish the access to all pertinent information upon which the Consultant's cost opinions were based. In addition, detailed estimates to include orderly presented takeoff sheets, summary and main summary sheets are to be provided to the Owner. Nothing in this provision shall be construed as limiting or waiving the right of the Owner to obtain such information at any other time, or as relieving the Consultant of the responsibility of preparing opinions of probable construction costs. The Owner understands that the Consultant has no control over the cost of availability of labor, equipment, market conditions, or the contractor's method of pricing and that the Consultant's opinion of probable construction costs are made on the basis of professional judgment and experience. The Consultant makes no warranty that the bids will not vary from the opinion of probable construction costs.

4. Prepare proposal forms.

5. As per **Attachment "D"**, furnish to the Owner copies of the Drawings for review by the Owner, other governmental authorities, and the public utilities. If the Drawings are not

approved by the Owner, the Consultant shall furnish copies of the resubmitted Drawings at no additional cost to the Owner. Furnish to the Owner copies of the Specifications and copies of the design analysis showing all engineering calculations for review by the Owner, other governmental authorities who may have jurisdiction over each construction contract, and the public utilities.

PHASE III - FINAL DESIGN PHASE

Upon receipt of the Owner's written authorization to proceed with the Final Design Phase, the Consultant shall do the following separately for each construction contract:

1. Incorporate changes requested by the Owner and other governmental authorities after review of pre-final design documents and perform redesign necessitated by public utility conflicts.

2. Coordinate closely with utility companies during the Preliminary Design and Pre-Final Design Phases. The amount of redesign necessary to accommodate utility Consultant comments on the pre-final design drawings is expected to be in proportion to the effectiveness of that coordination and is to be performed by the Consultant as part of the Final Design Phase of this Agreement. The Consultant shall obtain written utility clearance from all utility companies affected by the scope of this Project as part of the Final Design Phase of this Agreement.

3. Submit to the Texas Department of Licensing and Regulation, or a State Certified ADA consultant, a set of Final Design Drawings for ADA review and approval.

4. **As per Attachment "D"**, furnish to the Owner copies of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes.

5. **As per Attachment "D"**, furnish to the Owner copies of the Drawings and Specifications in final approved form for bidding purposes for each construction contract.

6. Additional copies of the drawings and specifications beyond those identified in **Attachment "D"**, required for public utilities and other agencies, will be provided by the Consultant as an Additional Service.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

BIDDING PHASE

Upon receipt of Owner's written request, the Consultant shall provide any of the following services during the Bidding Phase:

1. Assist the Owner in the determination of the bidding period and bid date and provide necessary data for preparation of the notice to bidders by the Owner as required for advertising purposes.

2. Assist the Owner in responding to all questions from prospective bidders concerning the Drawings and Specifications.

3. Attend a pre-bid conference, if any, to explain the Project and to answer questions regarding the Project.

4. Prepare addenda to the Drawings and Specifications as may be required during the advertising period. Any addenda issued shall be approved by all agencies having approval authority over the Drawings and Specifications. As per Attachment "D", deliver copies of all addenda to the Owner for appropriate action.

5. As identified in Attachment "A", assist the Owner in evaluating bids, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the three lowest responsible bidders or assist the Owner in rating all bidders using Best Value Evaluation Criteria provided by the Owner, including obtaining and providing to the Owner reasonably available information as to the quality, ability, and performance record of the bidders. If Best Value Evaluation Criteria are required after the consulting fees have been negotiated and accepted, Consultant may request Additional Services fees.

6. Advise the Owner concerning the acceptability of subcontractors and other persons and organizations proposed by the general construction contractor for those portions of the work for which such acceptability is required by the construction contract documents.

CONSTRUCTION PHASE

At Owner's request, the Consultant shall provide any of the following services associated with the Construction Phase:

1. Attend the pre-construction conference to assist the Owner in responding to all questions from the construction contractor.

2. Advise and consult with the Owner and act as the Owner's representative as provided in the general conditions of the Agreement included in the construction contract. Such general conditions shall be the Owner's standard general conditions for construction projects, with

such changes and modifications as may be made in such general conditions being agreed to by both the Consultant and the Owner.

3. Unless otherwise stipulated in Attachment "A", Scope of Services, the Consultant will stake one set of control stakes for the construction contractor.

4. Visit each construction site at least once each week or more frequently, if necessary, to observe the progress and quality of the executed work and to determine if such work meets the essential performance and design features and the technical and functional requirements of the construction contract documents. The Consultant shall provide the Owner with typed or printed field notes for each construction site visit. On the basis of these on-site observations, the Consultant shall endeavor to guard the Owner against apparent defects and deficiencies in the permanent work constructed by the construction contractor. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and shall not be responsible for the construction means, methods, techniques, sequences, or procedures, or the safety precautions incident thereto. The Consultant's efforts shall be directed toward providing assurance for the Owner that each completed construction contract shall conform to the engineering requirements of the construction contract documents. However, the Consultant shall not be responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

Nothing in this Agreement shall be construed as requiring the Consultant to assume responsibility for or to guarantee the complete adherence of the construction contractor to the Drawings and Specifications and the construction contract documents.

5. Review shop drawings diagrams, illustrations, brochures, catalog data, schedules, and samples, the results of tests and inspections and other data which the construction contractor is required to submit, for conformance with the design concept of each construction contract and compliance with the information given in the construction contract documents. **Such review must be complete within ten City working days following receipt of submittal documents.** The Consultant shall also assemble maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, and other documents that the construction contractor is required to submit in accordance with the construction contract documents.

6. Issue the Owner's instructions to the construction contractor when required to do so, prepare routine change orders to include independent detailed opinion of probable construction cost for the Owner's approval as required after securing approval of all agencies having approval authority over each construction contract. The Consultant shall require, as the Owner's representative and subject to the written concurrence by the Owner, special inspection or testing of the work, whether or not fabricated, installed, or completed and shall act as interpreter of the terms and conditions of the construction contract

documents, subject to the Owner's interpretation of such terms and conditions. If the Owner authorizes such testing, it shall be addressed under the provisions of Additional Services of the Consultant.

7. Based on the Consultant's on-site observations as an experienced and qualified design professional and on review of the construction contractor's applications for payment and supporting data, determine the amount owing to the construction contractor and recommend in writing payment to the construction contractor in such amounts; such recommendation of payment to constitute a representation to the Owner, based on such observations and review, that the work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, the quality of the work is in accordance with the construction contract documents, subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the construction contract documents and to any qualifications stated in his approval. By recommending an application for payment, the Consultant shall not be deemed to have represented that the Consultant has made any examination to determine how or for what purposes the construction contractor has used the monies paid on account of each construction contract price.

8. Conduct with the Owner and construction contractor no more **than two brief preliminary inspections**, at times requested by the construction contractor to determine if the Project is ready for final inspection.

9. Schedule and conduct with the Owner, including representative of the City Engineer and the user department, the State ADA inspector or State certified ADA consultant, and the construction contractor, a final inspection of the Project and prepare and publish a "punch list" of minor deficiencies to be corrected prior to final payment to the construction contractor. The **"punch list"** shall be furnished to the construction contractor and the Owner within **two City working days** after the final inspection.

10. Issue a "Certificate of Substantial Completion" using EJCDC document 1910-8-D (1983 version) when the final inspection reveals that the Project is substantially complete and fully usable for its intended purpose with only minor deficiencies to be corrected. The certificate shall be issued within **two City working days** after the final inspection.

11. Monitor and verify proper correction of all punch list deficiencies. Notify the Owner in writing when all deficiencies have been corrected, and when warranty, maintenance, and operating instructions and other documents have been submitted by the construction contractor. Act on and forward the construction contractor's final invoice for payment.

12. Furnish the Owner one set of reproducible **(D format)** "record" drawings **on Mylar** showing changes made during the construction process, based on the marked-up prints,

drawings, and other data furnished by the construction contractor to the Consultant. Also provide project documents in acceptable electronic media format.

13. Make written recommendations to the Owner on all claims relating to the execution and progress of the construction work.

14. Notify the Owner of all permanent work which does not conform to the result required in each construction contract; prepare a written report describing any apparent nonconforming permanent work, and make recommendations to the Owner for its correction and, at the Owner's request, have recommendations implemented by the construction contractor.

15. Furnish property surveys and legal descriptions as needed to acquire additional right-of-way or additional property.

16. Revise previously approved studies, reports, design documents, drawings, or specifications, except when said revisions are required as a result of errors, negligence, or other fault on the part of the Consultant.

17. Prepare documents for alternate bids requested by the Owner for construction work for which bids have not been awarded.

18. If Best Value Evaluation Criteria are required after the Consulting fees have been negotiated and accepted, the Consultant may request Additional Service fees.

19. Prepare detailed renderings, exhibits, or scale models for the Project, except as otherwise required herein.

20. Furnish additional tests and inspections, in excess of those required herein during the Construction Phase.

21. Prepare change orders requiring additional significant design changes not provided for in the Agreement, requested by the Owner.

22. Inspect each construction contract site prior to expiration of the guarantee period and report, in written form, observed discrepancies under guarantees provided by the construction contractor.

23. Provide additional or extended services during construction made necessary by: **a)** work damaged by fire or other cause during construction; **b)** prolongation of the construction contract time by more than **twenty-five percent** provided that such prolongation is not caused by errors, negligence, or other fault on the part of the Consultant; **c)** Acceleration of the work schedule involving services beyond normal city working hours; or **d)** the

construction contractor's default under the construction contract due to delinquency or insolvency.

24. Provide extensive assistance in the initial start-up and test operation of equipment or devices and the preparation of manuals of operation and maintenance.

25. Serve as an expert witness for the Owner in any litigation or other proceeding involving the Project.

ADDITIONAL SERVICES OF THE CONSULTANT

GENERAL

If authorized in writing by the Owner, through written amendment, the Consultant shall perform or obtain Additional Services noted below, which are not covered within the Agreement. No claim for Additional Services or cost shall be allowed unless the same was done pursuant to a written authorization dated prior to the Additional Services or cost and which was authorized pursuant to the policies and procedures of the Owner (i.e., passage by City Council). The Owner shall pay for such Additional Services as indicated in the Agreement.

1. Furnish core borings, probings, and hydrographic surveys; laboratory testing; inspection of samples or materials; and other special consultations.

2. Provide Additional Services due to significant changes in the general scope of the Project or its design including, but not limited to, changes in size, complexity, or character of construction if the changes are inconsistent with approvals or instructions previously given by the Owner including revisions made necessary by adjustments in the Owner's scope or budget, except where the Consultant's preliminary study and report, preliminary design, pre-final design, or final design cost opinions exceed the budgeted amount, or in the case where all responsible bids exceed the Consultant's final design cost opinions by **ten percent** or more.

3. Furnish additional copies of studies, reports, and additional prints of Drawings and Specifications in excess of those required herein.

4. Provide investigations involving detailed consideration of operation, maintenance, and overhead expenses as well as the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations, detailed quantity surveys of material or labor.

5. Provide Additional Services in connection with the Project not otherwise provided for in this Agreement, except where those services are required as a result of negligence or other fault on the part of the Consultant.

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

RESIDENT PROJECT SERVICES

1. If directed in writing by the Owner, one or more full-time Resident Project Representatives shall be furnished and directed by the Consultant in order to provide more extensive representation at each construction site during the Construction Phase. Such resident project representation shall be paid for by the Owner.

2. The duties and responsibilities and the limitations on the authority of the Resident Project Representative shall be as set forth in writing by the City Engineer before such services begin.

3. Through the continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative, the Consultant shall endeavor to provide further protection for the Owner against defects and deficiencies in the work of the construction contractors, but the furnishings of such resident project representation shall not make the Consultant responsible for the construction contractor's failure to perform the construction work in accordance with the construction contract documents.

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

PAYMENT SCHEDULE

Basic services for design shall include the phases listed below at the fixed fee shown for each phase. The remainder of the fixed contract amount, if any, shall consist of the estimate for the time and materials for the bidding phase and construction phase.

Fixed fee Payment to Consultant

Report Phase	**To be determined by Task Order**
Preliminary Design Phase	**To be determined by Task Order**
Pre-Final Design Phase	**To be determined by Task Order**
Final Design Phase	**To be determined by Task Order**
Bidding Phase	**To be determined by Task Order**
Construction Phase	**To be determined by Task Order**

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant's proposal found in **Attachment "B"**. The time shown in **Attachment "B"** is an estimate. Should the services rendered during the bidding and construction phases exceed the estimated amount, written authorization will be required prior to rendering services. Written authorization shall be only by contract amendment in accordance with the contract provisions. For contracts with a total value less than Fifty Thousand and No/100 Dollars ($50,000), the parties agree that at no time may the amount of the compensation under this contract exceed Fifty Thousand and No/100 Dollars ($50,000) except by execution of an amendment to this Agreement.

Payment for each Phase shall be made on a monthly basis. The Owner shall make payments upon presentation of the Consultant's detailed Invoice and a Consulting Summary and Progress Report and the Owner's written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/Consultant location.

Reimbursable Costs: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Receipts: Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. ***Tips and alcohol are not reimbursable.***

No single invoice may include items for both August and September of any given year. The Owner's fiscal year begins on September 1st of each year and ends on August 31st of each year. Consultant's invoices must be separated into items that end August 31st and those that begin on Septembers 1st of any given year, to coincide with Owner's fiscal year.

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the City. A log is preferred showing the date, person's name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

Personal Automobile Mileage: Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. Movie costs for "Pay for View" or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

DELIVERABLE SCHEDULE

REPORT PHASE
The services called for in the Report Phase of this Agreement shall be completed and **5 copies** of the Preliminary Study and Report shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE I—PRELIMINARY DESIGN PHASE
The services called for in **Phase I** of this Agreement shall be completed and **10 copies** of any required documents and opinion of probable construction costs shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. If Owner does not approve the preliminary design documents, the Consultant shall furnish **five copies** of the resubmitted design documents.

PHASE II—PRE-FINAL DESIGN PHASE
The services called for in **Phase II** of this Agreement shall be completed and **10 copies** the required documents and services shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

PHASE III—FINAL DESIGN PHASE
The services called for in **Phase III** of this Agreement shall be completed and **10 copies** of final design Drawings and Specifications for review and approval prior to the reproduction for bidding purposes shall be submitted within the time frame set forth in the written authorization from the Owner for the Consultant to proceed. After review, the Consultant shall submit to Owner **3 copies** of the final revised design documents and specifications for final check. Upon the approval of the final design documents, the Consultant shall furnish **10 copies** of the final design documents and specifications for bidding to the Owner within the time frame set forth in the written authorization from the Owner for the Consultant to proceed.

ATTACHMENT "D"
PAYMENT AND DELIVERABLE SCHEDULES

PHASE IV—BIDDING PHASE

Provide services as authorized by Owner during the bid phase as described in Attachment "C" and submit **1 copy** of all addenda to the Owner for appropriate action within **2 consecutive calendar days.**

PHASE V - CONSTRUCTION PHASE

Provide services as authorized by Owner during construction phase as described in Attachment "C" and submit one set of Mylar and one set of electronic media format copies of all record drawings to the Owner within sixty days from the date of substantial completion.

ATTACHMENT "E"

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Dee Bartlett	
Sanford & Tatum Insurance Agency	PHONE (A/C, No, Ext): (806) 792-5564	FAX (A/C, No): (806) 792-9344
PO Box 64790	E-MAIL ADDRESS: dee.bartlett@sanfordtatum.com	
Lubbock TX 79464	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Charter Oak Fire Ins. Co	25615
INSURED	INSURER B : Travelers Property Casualty Co. of America	25674
Parkhill	INSURER C : Travelers Casualty Ins Co of America	19046
4222 85th Street	INSURER D :	
	INSURER E :	
Lubbock TX 79423	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 20/21 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			P-630-5H948872-COF-20	09/30/2020	09/30/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			BA-4N167444-20-43-G	09/30/2020	09/30/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUP-5H948872-20-43	09/30/2020	09/30/2021	EACH OCCURRENCE AGGREGATE	$ 6,000,000 $ 6,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-5H948872-20-43-G	09/30/2020	09/30/2021	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Solicitation 2021-1343R, On-Call Professional Services - Construction Management; The General Liability & Auto Policies include a Blanket Automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract between the Named Insured and the Certificate Holder that requres such status. The General Liability, Auto & Workers' Comp policies include a Blanket Waiver of Subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.The General Liability,Auto & Workers' Comp. policies include a Blanket Notice of Cancellation endorsement, providing for 30 Days Advance Notice if the policy is canceled by the company other than for nonpayment of premium, 10 day's notice after the policy is canceled for nonpayment of premium. Notice is sent to Certificate Holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the Named

CERTIFICATE HOLDER

City of El Paso
Capital Improvement Department
218 N Campbell
El Paso TX 79901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dianna Tatum

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AGENCY CUSTOMER ID: 00016178

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Sanford & Tatum Insurance Agency	Parkhill, Smith & Cooper, Inc.
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Insured requests cancellation.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Strategies 12801 North Central Expy. Suite 1710 Dallas, TX 75243	**CONTACT NAME:** Joe Bryant		
	PHONE (A/C, No, Ext): (214) 323-4602	**FAX (A/C, No):** (214) 503-8899	
	E-MAIL ADDRESS: certificatedallas@risk-strategies.com		
	INSURER(S) AFFORDING COVERAGE		**NAIC #**
	INSURER A : Travelers Casualty and Surety Co of Amer		31194
INSURED Parkhill 4222 85th St. Lubbock TX 79423	**INSURER B :**		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 62985817 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ $ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **Y / N** ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liability		✓	106653747	1/10/2021	1/10/2022	Per Claim Annual Aggregate	$2,000,000 $4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty day notice of cancellation in favor of the certificate holder on all policies.
RE: Solicitation #2021-1343R, On-Call Professional Services - Construction Management.

CERTIFICATE HOLDER

City of El Paso - Capital Improvement Department
218 N. Campbell
El Paso 79901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joe A. Bryant

Joe Bryant

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ATTACHMENT "F"

FEDERAL AVIATION ADMINISTRATION (FAA) CONTRACT PROVISIONS

In this Attachment "F", the term "Contractor" shall refer to the "Consultant", and the term "Airport Sponsor" shall refer to the "City".

If there are any conflicts between the terms and conditions of Attachment "F" and Article VI of the Agreement, the terms and conditions of Attachment "F" will prevail.

A. GENERAL REQUIREMENT FOR CONTRACT

1. The contractor (including all subcontractors) are required to insert these contract provisions in each contract and subcontract, and further require that the clauses be included in all subcontracts;

2. The contractor (or subcontractor) is required to incorporate applicable requirements of these contract provisions by reference for work done under any purchase orders, rental agreements and other agreements for supplies or services;

3. The contractor is responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider; and

4. The contractor (or subcontractor) shall not modify the provisions.

Subject to the applicability criteria noted in the specific contract provisions, these contract provisions apply to all work performed on the contract.

B. FAILURE TO COMPLY

Failure to comply with the terms of these contract provisions may be sufficient grounds to:

1. Withhold progress payments or final payment,

2. Terminate the contract,

3. Seek suspension/debarment, or

4. Any other action determined to be appropriate by the Airport Sponsor or the FAA.

C. CONTRACT PROVISIONS

1. ACCESS TO RECORDS AND REPORTS (all AIP-funded projects)

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized

representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after the final payment is made and all pending matters are closed.

2. <u>BREACH OF CONTRACT TERMS</u> (all contracts that exceed the simplified acquisition threshold as fixed at 41 USC 403(11). This threshold is presently set at $100,000.)

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. <u>BUY AMERICAN PREFERENCES</u> (all AIP-funded projects, if this professional services agreement includes any manufactured product as a deliverable.)

BUY AMERICAN CERTIFICATION

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

Type of Certification is based on Type of Project:

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

*****

Certificate of Buy American Compliance for Total Facility

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:

a. Only installing steel and manufactured products produced in the United States; or

b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or

c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.

2. To faithfully comply with providing US domestic products

3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.

2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To furnish US domestic product for any waiver request that the FAA rejects.

5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "facility". The required documentation for a type 3 waiver is:

a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
c. Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

a. Detailed cost information for total project using US domestic product
b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

* * * * *

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:

a. Only installing steel and manufactured products produced in the United States, or;

b. Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;

c. Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.

2. To faithfully comply with providing US domestic product

3. To furnish US domestic product for any waiver request that the FAA rejects

4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.

2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.

3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.

4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
c. Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

a. Detailed cost information for total project using US domestic product
b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date	Signature
Company Name	Title

4. GENERAL CIVIL RIGHTS PROVISIONS (all contracts)

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

a. The period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or

b. The period during which the airport sponsor or any transferee retains ownership or possession of the property.

5. CIVIL RIGHTS-TITLE IV COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS (all AIP funded projects)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Statutes and Authorities,** as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

   a. Withholding payments to the contractor under the contract until the contractor complies; and/or

   b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontractor or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

6. <u>CLEAN AIR AND WATER POLLUTION CONTROL</u> (all contracts that exceed $100,000)

Contractors and subcontractors agree:

1. That any facility to be used in the performance of the contract or subcontract or to benefit from the contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;

3. That, as a condition for the award of this contract, the contractor or subcontractor will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the contract is under consideration to be listed on the EPA List of Violating Facilities;

4. To include or cause to be included in any construction contract or subcontract which exceeds $100,000 the aforementioned criteria and requirements.

7. <u>CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS</u> (all contracts that exceed $100,000)

1. Overtime Requirements.

   No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

   In the event of any violation of the clause set forth in paragraph (1) above, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of $10 for each calendar day on which such individual was required or permitted to work in

excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subcontractors.

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section.

8. CERTIFICATE REGARDING DEBARMENT AND SUSPENSION (BIDDER OR OFFEROR) (all contracts that exceed $25,000)

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

9. DISADVANTAGED BUSINESS ENTERPRISES (all AIP-funded projects)

Contract Assurance (49 CFR § 26.13) - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (49 CFR §26.29)- The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from the City. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame

may occur only for good cause following written approval of the City. This clause applies to both DBE and non-DBE subcontractors.

10. <u>FEDERAL FAIR LABOR STANDARDS ACT</u> (FEDERAL MINIMUM WAGE) (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	**Federal Agency with Enforcement Responsibilities**
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

11. <u>LOBBYING AND INFLUENCING FEDERAL EMPLOYEES</u> (all AIP-funded projects)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to

a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

12. <u>OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970</u> (all contracts)

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency with Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

13. <u>RIGHTS TO INVENTIONS</u> (all AIP-funded projects)

All rights to inventions and materials generated under this contract are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

14. <u>TERMINATION OF CONTRACT</u> (contracts that exceed $10,000)

1. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

2. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.

3. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor is liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

4. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination will be deemed

to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price will be made as provided in paragraph 2 of this clause.

5. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

15. <u>TRADE RESTRICTION CLAUSE</u> (all AIP-funded projects)

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);

b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may

direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

16. <u>TEXTING WHEN DRIVING</u> (all contracts)

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 “Text Messaging While Driving” (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.

On-call Professional Services

Construction Management

Solicitation No: 2021-1343R

August 17, 2021

Strategic Plan Goal:

No. 7 Enhance and Sustain El Paso's Infrastructure Network

Contract Details

Location:	City-wide
Contract Value:	$900,000/contract
Contract Term:	Two years
Funding Source:	Capital plans, bond programs

Contract Scope

- Review project designs for constructability; develop independent cost estimates;
- Participate in contractor procurement;
- Serve as the Owner's representative for construction; identify and make recommendations for approaches deviating from design documents, specifications and standards;
- Administer all phases of construction contracts from on-site mobilization, submittal reviews, change administration, project control, and closeout; ensure contractor compliance with construction contract requirements, design documents, applicable permits, and the City Standards;

Contract Scope (Cont'd)

- Provide on-site construction oversight; ensure site control and housekeeping measures are performed;
- Stakeholder coordination during construction including project design teams where substantive design changes are requested during construction and/or to respond to requests for information/clarification/deviation;
- Assist in resolving issues related to construction progress;
- Ensure appropriate coordination with utilities;
- Ensure construction impacts to residents/businesses is limited; where appropriate alert residents/businesses of extent and duration of impacts;
- Ensure timely responses to contractor inquiries as required from project stakeholders;

Contract Scope

- Perform pre-construction/readiness reviews; schedule and lead regular construction progress meetings;
- Perform construction inspections and provide quality oversight; coordinate materials testing and verify acceptability of test results;
- Validate contractor schedules and cost estimates; monitor/report project progress and scope, schedule, and budget performance;
- Review and disposition construction submittals, including shop drawings, technical data, samples, etc., requests for information/change/deviation;
- Review/approve progress payment applications;
- Develop and recommend schedule and budget recovery measures as necessary;

Contract Scope

- Negotiate change orders, estimate cost of work;
- Provide status and daily inspection reports identifying materials delivered, equipment and personnel on-site, activities performed, issues/directions.
- Maintain project records, including photographic documentation during construction; assist in project closeout as needed;
- Develop and maintain change order, correspondence, submittals, and Requests for Proposal/Information (RFP/RFI) logs

Contract Scope

- Develop and maintain construction documentation, including meeting minutes, daily reports and other documentation, including photo-documentation, as required;
- Provide value engineering recommendations;
- Coordinate all issues arising from projects to ensure the contractor has all the necessary information to complete projects; and,
- Monitor construction safety and implementation of the contractor(s) safety program; ensure site safety, security, and labor compliance measures as appropriate are adequate.

Procurement Summary

- Request for Qualifications advertised on June 8, 2021
  - ✓ Ten (10) firms submitted Statements of Qualifications, all are either local or have local offices.
- Recommendation
  - ✓ Award contracts to the six highest ranked firms:
  - ✓ Broaddus & Associates, CONSOR, ECM, ESSCO, Moreno Cardenas, & Parkhill

THANK YOU

EPA TX
CITY OF EL PASO

Mission

Deliver exceptional services to support a high quality of life and place for our community

Values

Integrity, **R**espect, **E**xcellence, **A**ccountability, **P**eople

Vision

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government

Misión

Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad

Valores

Integridad, **R**espeto, **E**xcelencia, **R**esponsabilidad, **P**ersonas

Visión

Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño