

Oscar Leaser
Mayor

Tommy Gonzalez
City Manager



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

**Final
AGENDA FOR THE REGULAR COUNCIL MEETING**

**November 23, 2021
COUNCIL CHAMBERS, CITY HALL, 300 N. CAMPBELL AND VIRTUALLY
9:00 AM
THE LOCAL HEALTH AUTHORITY STRONGLY RECOMMENDS THE USE OF
MASKS IN ALL CITY FACILITIES AND INDOOR SPACES**

**Teleconference phone number: 1-915-213-4096
Toll free number: 1-833-664-9267
Conference ID: 465-400-784#**

AND

**AGENDA REVIEW MEETING
COUNCIL CHAMBERS, CITY HALL
300 N. CAMPBELL AND VIRTUALLY**

**November 22, 2021
9:00 AM
Teleconference phone number: 1-915-213-4096
Toll free number: 1-833-664-9267
Conference ID: 465-400-784#**

Notice is hereby given that an Agenda Review Meeting will be conducted on November 22, 2021 at 9:00 A.M. and a Regular Meeting of the City Council of the City of El Paso will be conducted on November 23, 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: 465-400-784#

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 member of City Council will be present via video conference:

Representative Aleksandra Annello

A quorum of City Council must participate in the meeting.

ROLL CALL

INVOCATION BY POLICE CHAPLAIN JOSEPH MARATTA

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS

Ralph Cloud Day

Buy El Paso 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 November 9, 2021, the Agenda Review Meeting of November 8, 2021, and the Work Session of November 8, 2021.

[21-1360](#)

All Districts

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

CONSENT AGENDA - REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:

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

CONSENT AGENDA - RESOLUTIONS:

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

3. That the City Manager, or designee, is authorized to dedicate for use of the public as public right-of-way the following property: a 0.0483 acre portion of Lots 14 and 15, Block 5, El Paso International Airport Tracts Replat of Unit 3, as filed in Volume 28, Page 46, El Paso County Plat Records more commonly known as a portion of 6631 Montana Avenue. Further, the City Manager, or designee, is authorized to execute a dedication deed and to record such deed in the El Paso County Records. [21-1308](#)

District 3

Airport, Sam Rodriguez, (915) 212-7301

4. A Resolution to authorize the City Manager to execute a License Agreement between the City of El Paso ("City") and Tikal Group, LLC, a Texas Limited Liability Company ("Licensee"), to allow Licensee to locate news racks to dispense Licensee's newspaper in three areas of the El Paso International Airport, for a term of two years, in exchange for Licensee providing in-kind services equaling the value of the space and the license fee (\$15,000.00 annually), pursuant to the City's "In-Kind Services in Lieu of License Fees Payment", approved by the Director of Aviation on July 5, 2021. [21-1309](#)

Term for this agreement shall be for two (2) years. Licensee will provide in-kind services in lieu of license fees/payments. Total value of the space and license fee is \$15,000.00 annually.

District 2

Airport, Sam Rodriguez, (915) 212-7301

5. A Resolution to authorize the City Manager to sign an Office Space Rental Agreement by and between the City of El Paso ("Lessor") and ABM Aviation, Inc. ("Lessee") to lease office space totaling 284 square feet in the El Paso International Airport Terminal Building, located at 6701 Convair, El Paso, El Paso County, Texas, at \$43.60 per square foot per year, or as defined by the City Budget Resolution for the applicable space, for a term of three years, with an option to extend the Agreement for two additional one-year terms. [21-1313](#)

Term for this agreement shall be for three (3) years with the option to extend two additional one-year terms. Total value of the space lease is \$13,316.76 annually.

District 2

Airport, Sam Rodriguez, (915) 212-7301

6. A Resolution to authorize the City Manager to sign an a Concession License Agreement between the City of El Paso ("City") and SWYFT ("Concessionaire") to allow Concessionaire to operate automated retail machines at the El Paso International Airport, with Concessionaire's payment to the City being the greater of an amount based on the square footage of the concession site or a percentage of the revenues derived from the automated retail machines, for a one year term, with an option to renew the Agreement for four additional one-year terms.

[21-1318](#)

Term for this agreement shall be for one (1) year with the option to extend for four additional one-year terms. Total value of the concession site is \$5,450.00 annually at a rate of \$54.50 per square foot. Agreement includes a percentage rent calculated at 12% of gross revenue derived from the ARM (Automated Retail Machine) on consumer electronics and 9.5% on products other than electronics concepts.

District 2

Airport, Sam Rodriguez, (915) 212-7300

7. The linkage to the Strategic Plan is subsection 1.4 - Grow the core business of air transportation.

[21-1336](#)

Award Summary:

That the City Manager be authorized to sign the Consent to Assignment of Contract No. 2015-002R Vehicle Rental Concessionaire by and between the City of El Paso, Budget Rent a Car Of El Paso, Inc. D/B/A Budget Rent a Car of El Paso ("Assignor") and Budget Rent a Car System, Inc. ("Assignee").

All Districts

Airport, Sam Rodriguez, (915) 212-1401

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

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

8. That the City Manager or designee is authorized to submit the FY2022 Enhancement of Special Operations Teams Capabilities grant application for the project entitled "Enhancement of Special Operations Teams Capabilities" through the Texas Office of the Governor, Public Safety Office and all related documents, including but not limited to, authorization of budget transfers, and/or revisions to the operations plan, and to accept, reject, amend, correct, extend and/or terminate the grant, in the amount of \$90,239.49, for the period February 1, 2022 through January 31, 2023, for the City's Fire Department Special Response Teams to purchase necessary equipment intended to sustain and enhance current response capabilities locally and regionally on the border; and, that the City shall provide all applicable matching funds for said grant if applicable; and, that in the event of loss or misuse of the Office of the Governor's grant funds, the City assures that the funds will be returned to the Office of the Governor in full.

[21-1332](#)

All Districts

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

Goal 3: Promote the Visual Image of El Paso

9. A Resolution approving a detailed site development plan for the property described as a portion of Lot 1, Block 2, Mesa Hills West, 310 South Mesa Hills Dr., City of El Paso, El Paso County, Texas, pursuant to Section 20.04.150. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

[21-1335](#)

The proposed 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: South Mesa Hills Dr.
Applicant: NUASA LLC, PZDS21-00029

District 8

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

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

10. Approve a Resolution that the City of El Paso will enter into a formal gift agreement for an original commission of a site-specific, exterior museum artwork by Leo Villareal with the El Paso Museum of Art Foundation, a private 501(c)3 non-profit organization, memorializing the parties respective rights and obligations relating to the project, contingent upon the Foundation raising adequate funds for its completion.

[21-1361](#)

All Districts

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

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

11. A Resolution that the 2021 Guidelines for the City Employees Charitable Campaign be adopted, designating the United Way of El Paso County as the Local Campaign Manager, and designating the City's Human Resources Director or designee to act as the liaison to work with the Local Campaign Manager in the administration of the campaign.

[21-1326](#)

All Districts

Human Resources, Araceli Guerra, (915) 212-1401

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

12. That the City Manager, or designee, be authorized to sign an Advance Funding

[21-1322](#)

Agreement by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for HSIP-F24-Hercules Avenue Safety Lights (Dyer | Railroad) project, which has an estimated total project cost of \$679,744.00 of which the estimated local government participation amount is estimated at \$75,283.00. 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.

District 4

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

CONSENT AGENDA - BOARD RE-APPOINTMENTS:

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

13. Anne M. Giangiulio to the Museums and Cultural Affairs Advisory Board by Representative Aleksandra Annello, District 2. [21-1306](#)
Members of the City Council, Representative Aleksandra Annello, (915) 212-0002
14. Anna Alemán to the Parks and Recreation Advisory Board by Representative Aleksandra Annello, District 2. [21-1352](#)
Members of the City Council, Representative Aleksandra Annello, (915) 212-0002
15. Laura Valdez to the Museums and Cultural Affairs Advisory Board by Representative Aleksandra Annello, District 2. [21-1358](#)
Members of the City Council, Representative Aleksandra Annello, (915) 212-0002

CONSENT AGENDA - BOARD APPOINTMENTS:

Goal 3: Promote the Visual Image of El Paso

16. Robert D. Garland III to the Building and Standards Commission by Representative Aleksandra Annello, District 2. [21-1356](#)
Members of the City Council, Representative Aleksandra Annello, (915) 212-0002

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

17. Edward Escudero to the Public Service Board Selection Committee by Representative Aleksandra Annello, District 2. [21-1350](#)
Members of the City Council, Representative Aleksandra Annello, (915) 212-0002

CONSENT AGENDA - NOTICE FOR NOTATION:

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

18. Accept the donation of \$5,000 from Sierra Machinery to go towards holiday events and initiatives in District 3, to include turkeys for families in need during Thanksgiving and Christmas gifts and grocery gift cards for a less-fortunate neighborhood in the district. [21-1355](#)

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

CONSENT AGENDA - REQUESTS TO ISSUE PURCHASE ORDERS:

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

19. The linkage to the Strategic Plan is subsection 1.4 - Grow the core business of air transportation. [21-1307](#)

Award Summary:

Request that the Director of Purchasing & Strategic Sourcing be authorized to issue a Purchase Order to ProDIGIQ, Inc. referencing Contract 2016-009R Airport Lease Management. This will be a change order to increase the contract by \$46,334.87 for a not to exceed total contract amount of \$350,234.34. This award will ensure the airport meets the reporting requirements under GASB 87.

Department: El Paso International Airport

Award to: ProDIGIQ, Inc.

Calabasas, CA

Total Estimated Amount: \$46,334.87

Account No.: 562-522020-62030-3000

Funding Source: Airport Operations Fund

District(s): All

All Districts

Airport, Sam Rodriguez, (915) 212-0065

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

CONSENT AGENDA - BEST VALUE PROCUREMENTS:

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

20. The linkage to the Strategic Plan is subsection 7.2 - Improve competitiveness through infrastructure improvements impacting the quality of life. [21-1323](#)

Award Summary:

Award of Solicitation of 2021-1389 Parks Permanent Restrooms Cleaning

Services to Ace Government Services, LLC for a three (3) year initial term estimated amount of \$279,240.00. The award also includes a two (2) year option for an estimated amount of \$186,160.00. 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 \$465,400.00. This contract will provide restroom cleaning at City park sites.

Contract Variance:

The difference in price, based on comparison to the previous contract is as follows: A decrease of \$238,618.39 for the initial term, which represents a -46.08% decrease due to decrease in pricing.

Department: Streets and Maintenance
Vendor: Ace Government Services, LLC
El Paso, TX
Item(s): All
Initial Term: 3 years
Option to Extend: 2 years
Annual Estimated Award: \$93,080.00
Initial Term Estimated Award: \$279,240.00 (3 years)
Total Estimated Award: \$465,400.00 (5 years)
Account No.: 451-1000-522060-51295-P5120
Funding Source: General Fund
District(s): All

This is a Best Value contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Ace Government Services, 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.

All Districts

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

REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL

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

21. Discussion and action to direct the City Manager to have City staff review the Neighborhood Traffic Management Program (NTMP) on speed cushion requirements such as; the Tier 1 process which consists of the study, implementation and monitoring for residential and collector streets; and to have City staff review and/or update the process to allow for a less stringent manner in which neighborhoods may qualify for street cushions by modifying Section 3, Subsection D of eligibility criteria from 15% to 10% of vehicles meeting or exceeding 5 miles per hour over the posted speed limit; and to allow

[21-1353](#)

constituents whom are affected by vehicular accidents to their properties be able to request street cushions without the need of going through this process by providing proper documentation of such.

All Districts

Members of the City Council, Representative Claudia L. Rodriguez, (915) 212-0006
Members of the City Council, Representative Aleksandra Anello, (915) 212-0002

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

22. Discussion and action to direct the City Manager to return to Council within 30 days with a timeline for acquisition of open space land adjacent to the Police Department / Fire Training facility in Northeast El Paso, and to identify funding sources and a timeline for a conservation easement of that open space land. [21-1354](#)

All Districts

Members of the City Council, Representative Aleksandra Anello, (915) 212-0002
Members of the City Council, Representative Peter Svarzbein, (915) 212-0001
Members of the City Council, Representative Joe Molinar, (915) 212-0004

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

23. Discussion and action to approve a Resolution to adopt definitions of bullying and cyberbullying outside of educational settings in an effort to protect children, and to append said resolution to the City of El Paso Code of Conduct. [21-1357](#)

All Districts

Members of the City Council, Representative Cissy Lizarraga, (915) 212-0008
Members of the City Council, Representative Cassandra Hernandez, (915) 212-0003

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

24. Update, discussion, and action on the comprehensive constituent request system development timeline and implementation deadlines. [POSTPONED FROM 10-26-2021] [21-1257](#)

All Districts

Members of the City Council, Representative Aleksandra Anello, (915) 212-0002
Members of the City Council, Representative Cissy Lizarraga, (915) 212-0008

REGULAR AGENDA - OTHER BUSINESS

25. Presentation, discussion and action on the 4th Quarter Financial Report and to authorize the City Manager or his designee to allocate \$24,946,829 to the Budget Stabilization Fund of which \$7 million will be established in the FY 2022 Budget for the following two items: [21-1315](#)

1. The use of \$3,500,000 for a one-time lump sum payment for full-time and part-time employees

2. The use of \$3,500,000 to be allocated to streets, infrastructure, and facility repairs as a result of recent and future storm impacts.

The City Manager, or designee, will be authorized to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly expended for such purpose.

All Districts

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

CALL TO THE PUBLIC – PUBLIC COMMENT:

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

Members of the public may communicate with Council during public comment, and regarding agenda items by calling 1-915-213-4096 or toll free number 1-833-664-9267 at the prompt please enter the following Conference ID: 465-400-784#

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

- 26.** An Ordinance authorizing the City Manager to sign an Offer To Sell, a Deed and any other documents necessary to convey 59.022 acres of land more or less, being described as Tract 1A, Section 16, Block 80, Township 1, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas to the United States of America, Department of the Army.

[21-1349](#)

District 4

PUBLIC HEARING WILL BE HELD ON DECEMBER 7, 2021

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

27. An Ordinance amending Title 5 (Business Licenses and Permit Regulations) to create Chapter 5.18 (Convenience Store Regulation) and Subsections thereunder in the El Paso City Code relating to the registration of and safety and prevention requirements for convenience stores within City of El Paso; the penalty as provided in Section 5.18.080 of the El Paso City Code. [21-1310](#)

All Districts

Police, Assistant Chief Victor Zarur, (915) 212-4307

PUBLIC HEARING WILL BE HELD ON DECEMBER 7, 2021

28. An Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.04 (General provisions and definitions), Section 12.04.040 (Bicycle) of the City Code, to amend, in its entirety, the definition of "Bicycle". [21-1329](#)

All Districts

Streets and Maintenance, Alfredo Austin, (915) 212-0118

PUBLIC HEARING WILL BE HELD ON DECEMBER 7, 2021

Goal 3: Promote the Visual Image of El Paso

29. An Ordinance vacating a portion of City Right-of-Way over a portion of San Jose Street, Highland Park Addition Amended Map, City of El Paso, El Paso County, Texas. [21-1314](#)

Subject Property: East of Cotton St. and North of Murchison Dr.

Applicant: Scenic View Townhomes LLC, Patricia Mendoza and City of El Paso, SURW20-00004

District 2

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

Planning and Inspections, Armida R. Martinez, (915) 212-1605

PUBLIC HEARING WILL BE HELD ON DECEMBER 7, 2021

30. An Ordinance renewing and extending the Special Privilege License granted to Western Refining Company LLC (F/K/A Western Refining Company L.P) by Ordinance No. 16272 to encroach onto portions of City Rights-of-Way within Trowbridge Drive, Marathon Street and North Loop Drive; and an Ordinance granting a Special Privilege to Western Refining Company LLC to permit the construction and installation, maintenance and operation of various multi-product pipelines and utility lines along portions of City Right-of-Way at Trowbridge Drive, Marathon Street and to allow the construction and encroachment of an overhead bridge across a portion of public right-of-way along Trowbridge Drive for a term of fifteen years with one (1) renewable fifteen [21-1317](#)

year term.

Subject Property: 6500 Trowbridge

Applicant: Western Refining Company LLC, NESV2020-00003

District 3

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

Planning and Inspections, Armida R. Martinez, (915) 212-1605

PUBLIC HEARING WILL BE HELD ON DECEMBER 7, 2021

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

[21-1328](#)

District 2

Streets and Maintenance, Hannah Adele Allen, (915) 212-0118

PUBLIC HEARING WILL BE HELD ON DECEMBER 7, 2021

32. An Ordinance changing the zoning for the property described as Parcel 1: a portion of Tracts 5 and 6, N/K/A Tracts 5A5 and 6, Section 15, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, 12100 Dyer Street, City of El Paso, El Paso County, Texas from R-F (Ranch-Farm) to R-5 (Residential) and Parcel 2: a portion of Section 15, N/K/A Tract 7A, Section 15, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, 12100 Dyer Street, City of El Paso, El Paso County, Texas from M-1 (Light Manufacturing) to C-4 (Commercial). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

[21-1334](#)

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: 12100 Dyer St.

Applicant: Joseph J. and George J. Ayoub, PZRZ21-00016

District 4

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

Planning and Inspections, David Samaniego, (915) 212-1608

PUBLIC HEARING WILL BE HELD ON DECEMBER 14, 2021

REGULAR AGENDA – OTHER BUSINESS / BIDS, CONTRACTS, PROCUREMENTS:

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

33. The linkage to the Strategic Plan is subsection 1.4 - Grow the core business of air transportation

[21-1319](#)

Award Summary:

Discussion and action on the award of Solicitation 2022-0080 Reconstruction of Taxiways J & K2 (Re-Bid) to Jordan Foster Construction, LLC for an estimated award of \$5,617,975.00. The project consists of pavement improvements that will bring the taxiway geometry at the north cargo buildings into compliance with current FAA design standards. Taxiway K2 will be reconstructed and a new Taxiway J9 will be constructed to replace aging pavement and conform with current FAA requirements.

Department: Aviation
Award to: Jordan Foster Construction, LLC
El Paso, TX
Item(s): Base Bid
Initial Term: 220 Consecutive Calendar Days
Base Bid: \$5,617,975.00
Total Estimated Award: \$5,617,975.00
Funding Source: Federal Aviation Administration and Airport Enterprise
Account: 562-3010-62330-580170-G62A204003
562-3080-62330-580170-G62A204003
District(s): All

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Aviation Departments recommend award as indicated to Jordan Foster Construction, 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.

All Districts

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

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

34. Discussion and action on a Resolution that the City Manager or Designee be authorized to reprogram the projects identified in Exhibit A of the Resolution as

[21-1330](#)

Reprogrammed Zoo Projects and reallocate funding in the amount of ONE MILLION FIVE HUNDRED THOUSAND AND 00/DOLLARS (\$1,500,000) to the budget of the Penguins Exhibit and South American Exhibit Restrooms.

All Districts

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

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

[21-1325](#)

Award Summary:

Discussion and action on the award of Solicitation 2021-1422 Penguin Exhibit & SAP Restrooms (Re-Bid) to AZTEC CONTRACTORS, INC. for an estimated award of \$5,249,393.00. The Penguin exhibit will house Madagascar South America Penguins. The exhibit will include a fresh water exhibit pool, nests for penguin breeding, a quarantine and nursery pool, office space, beach area for the penguins, personal encounter space for guests and penguins, and stadium seating for guest shows. The SAP (South American Pavilion) Restrooms are new restrooms that will provide men and women restrooms, family restroom, and a nursing area room in the Americas section.

Department: Capital Improvement
Award to: AZTEC CONTRACTORS, INC.
El Paso, TX
Item(s): All
Initial Term: 450 Consecutive Calendar Days
Base Bid I: \$4,630,393.00
Additive Alternate I: \$ 5,000.00
Additive Alternate II: \$ 12,000.00
Base Bid II: \$ 603,000.00
Additive Alternate III: \$ -1,000.00
Total Estimated Award: \$5,249,393.00
Account No.: 452 - 4800 - 29010 - 580270 - PCP13ZOOA07
452 - 4800 - 29010 - 580270 - PCP13ZOOD04
Funding Source: 2012 Quality of Life Bond
District(s): 8

This is a Competitive Sealed Proposal, lump sum contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to AZTEC CONTRACTORS, INC. the highest ranked offeror.

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.

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

changes to the prices and are within the appropriate budget.

District 8

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

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

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

[21-1321](#)

Award Summary:

Discussion and action on the award of Solicitation 2021-0989 Playa Drain Trail Phase II to TAO INDUSTRIES INC., dba HAWK Construction for an estimated award of \$435,247.43. This project consists of construction of a new pedestrian trail, including trail amenities, providing ADA accessibility, and landscape and irrigation improvements.

Department: Capital Improvement
Award to: TAO INDUSTRIES INC., dba HAWK Construction
El Paso, TX
Item(s): Base Bid
Initial Term: 145 Standard Work Weeks
Base Bid I: \$435,247.43
Total Estimated Award: \$435,247.43
Funding Source: Federal Highway Administration, 2011
Certificates of Obligation, and 2018 Certificates of Obligation
Account: 190-4950-38170-580270-PCP21TRAN01
Account: 190-4530-28330-580270-PCP21TRAN01
Account: 190-4741-38290-580270-PCP21TRAN01
District(s): 6 & 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.

Districts 6 and 7

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

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

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

37. An Ordinance amending Title 12 (Vehicles and traffic), Chapter 12.08 (Administration and Enforcement), Section 12.08.220 (Impounding Vehicles) of the City Code, in its entirety, to allow an employee designated by the City to request the removal and storage of illegally parked and abandoned vehicles. [21-1284](#)

All Districts

Police, Assistant Chief Peter Pacillas (915) 212-4308

Goal 3: Promote the Visual Image of El Paso

38. An Ordinance changing the zoning of the following real property known as: [21-1105](#)

Parcel 1: Tract 1, Section 4, Block 80, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas, from R-F (Ranch and Farm) to M-2 (Heavy Manufacturing); and

Parcel 2: Tract 3, Section 3, Block 80, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas, from R-F (Ranch and Farm) to M-2 (Heavy Manufacturing), 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: 7000 Stan Roberts
Applicant: City of El Paso, PZRZ21-00020
[POSTPONED FROM 10-26-2021]

District 4

Planning and Inspections, Philip Etiwe (915) 212-1553
Planning and Inspections, Anne Guayante (915) 212-1814

39. An Ordinance changing the zoning of all of Lots 1 through 20, Block 266, Campbell Addition, and the vacated 20.00' alley, City of El Paso, El Paso County, Texas from C-1/c/sp (Commercial/conditions/special permit), A-2 (Apartments), and C-4/sp (Commercial/special permit) to G-MU/c/sp (General Mixed Use/conditions/special permit) and approving a Master Zoning Plan. The penalty is as provided for in Chapter 20.24 of the El Paso City Code. [21-1223](#)

The proposed rezoning meets the intent of the Future Land Use designation for

the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.

Subject Property: 405 Montana Ave.

Applicant: SLI Engineering c/o Georges Halloul, PZRZ21-00001

District 8

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

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

- 40.** An Ordinance granting Special Permit No. PZST21-00001, to allow for a 50% reduction in parking on the property described as all of Lots 1 through 20, Block 266, Campbell Addition, and the Vacated 20.00' Alley, City of El Paso, El Paso County, Texas, pursuant to Section 20.14.070.B of the El Paso City Code. The penalty being as provided in Chapter 20.24 of the El Paso City Code.

[21-1224](#)

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

Subject Property: 405 Montana Ave.

Applicant: SLI Engineering, c/o Georges Halloul, PZST21-00001

District 8

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

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

REGULAR AGENDA - OTHER BUSINESS:

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

- 41.** Discussion and action that the Mayor and City Council be authorized to sign a Letter of Commitment and Support between the City of El Paso, Texas, a Texas Home Rule Municipal Corporation, and the National League of Cities, a Washington D.C. nonprofit organization, to participate in the 2021-2022 City Innovation Ecosystems Program.

[21-1333](#)

All Districts

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

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

- 42.** Discussion and action that the City Manager be authorized to sign a two year On-Call Agreement for Professional Services to perform surveying services on a task basis by and between the City of El Paso and each of the following four (4) consultants:

[21-1331](#)

1. Brock & Bustillos, Inc.
2. Cobb, Fendley & Associates, Inc.
3. Frank X. Spencer & Associates, Inc.
4. GRV Integrated Engineering Solutions, LLC

Each On Call Agreement will be for an amount not to exceed Three Hundred Thousand and No/00 Dollars (\$300,000.00), 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 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

Goal 8: Nurture and Promote a Healthy, Sustainable Community

- 43.** Discussion and action on a Resolution to approve a 13th amendment to the City's 2019-2020 (45th Year) Annual Action Plan for the Community Development Block Grant-Coronavirus Phase 3 (CDBG-CVIII) to:

[21-1327](#)

a. Add \$1,530,181 in CDBG-CVIII funds to supplement the Inspira Hotel Emergency Shelter Project, operated by Endeavors.

All Districts

Community and Human Development, Nicole Ferrini, (915) 212-1653

EXECUTIVE SESSION

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

Representative Alessandra Annello

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 Interpreter 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/>



Legislation Text

File #: 21-1360, **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 November 9, 2021, the Agenda Review Meeting of November 8, 2021, and the Work Session of November 8, 2021.

OSCAR LEESER
MAYOR

TOMMY GONZALEZ
CITY MANAGER



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

**AGENDA REVIEW MINUTES
COUNCIL CHAMBERS AND VIRTUALLY
CITY HALL, 300 N. CAMPBELL
November 8, 2021
9:00 A.M.**

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

The agenda items for the November 9, 2021 Regular City Council and Mass Transit Board meetings were reviewed.

.....
8. CONSENT AGENDA – RESOLUTIONS

A Resolution authorizing the City Manager, or designee, to exercise the first renewal option under a Lease Agreement entered on November 29, 2011 between the City of El Paso, Texas and Madison River Investments, LLC for the lease of the property commonly known as Suite 300 of the Wells Fargo Building located at 221 N. Kansas Street and to accept the Landlord's determination of the Market Base Rental Rate as provided in the lease.

With this renewal the current rent of \$11,391/month or \$136,700/year will be increased by 11% to \$12,065/month or \$151,563/year. The renewal rental rate will be in effect for the five year renewal term.

Mayor Leeser questioned the following City staff member:

- Mr. Gerald DeMuro, Capital Improvement Assistant Director
- Mr. Tommy Gonzalez, City Manager

.....
9. CONSENT AGENDA – RESOLUTIONS

That the City Manager, or designee, be authorized to sign a First Amendment to Agreement for Professional Services by and between the CITY OF EL PASO and GRV Integrated Engineering Solutions, LLC., a Texas Limited Liability Corporation, for a project known as "**YARBROUGH, GEORGE DIETER AND LEE TREVINO ARTERIAL LIGHTING AND LANDSCAPE IMPROVEMENTS**" to allow additional basic services for construction administration increasing the contract amount by \$63,405 extending the contract amount from \$503,956.76 to \$567,361.76. Further, that the City Engineer is authorized to approve Additional Services for an amount not to exceed \$36,595 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 \$603,956.76; and that the City Manager is 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.

Representative Hernandez questioned the following City staff members:

- Mr. Gerald DeMuro, Capital Improvement Assistant Director

.....
ITEMS 10 AND 11 WERE DISCUSSED TOGETHER

10. CONSENT AGENDA – RESOLUTIONS

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 Salazar II, LP to the Texas Department of Housing and Community Affairs (TDHCA) for the rehabilitation of approximately 302 affordable rental housing units at 311 S. Eucalyptus Street, El Paso, Texas 79905 (aka Salazar Apartments).

11. CONSENT AGENDA – RESOLUTIONS

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 Salazar II, LP to the Texas Department of Housing and Community Affairs (TDHCA) for the rehabilitation of approximately 302 affordable rental housing units at 311 S. Eucalyptus Street, El Paso, Texas 79905 (aka Salazar Apartments) is within a census tract with a poverty rate greater than 55%; and confirming that the City Council has voted specifically to authorize the Development to move forward.

Representative Hernandez questioned the following City staff member:

- Mr. Mark Weber, Community and Human Development Program Manager

.....
22. REGULAR AGENDA – FIRST READING OF ORDINANCES

An Ordinance amending Title 12 (Vehicles and traffic), Chapter 12.08 (Administration and Enforcement), Section 12.08.220 (Impounding Vehicles) of the City Code, in its entirety, to allow an employee designated by the City to request the removal and storage of illegally parked and abandoned vehicles.

Representative Svarzbein questioned the following City staff member:

- Assistant Police Chief Victor Zarur

.....
Motion made by Representative Salcido, seconded by Representative Molinar, and unanimously carried to **ADJOURN** this meeting at 9:25 a.m.

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

NAYS: None

ABSENT: Representatives Annello and Lizarraga

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk

OSCAR LEESER
MAYOR

TOMMY GONZALEZ
CITY MANAGER



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

MINUTES FOR REGULAR COUNCIL MEETING

November 9, 2021
COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY
9:00 AM

ROLL CALL

The City Council of the City of El Paso met on the above time and date. Meeting was called to order at 9:03 a.m. Mayor Oscar Leeson present and presiding and the following Council Members answered roll call: Peter Svarzbein, Cassandra Hernandez, Joe Molinar, Isabel Salcido, Henry Rivera, and Cissy Lizarraga. Late arrival: Claudia Rodriguez at 9:06 a.m. Alessandra Annello participated via videoconference. Early Departure: Alessandra Annello at 5:28 p.m.

INVOCATION BY EL PASO POLICE CHAPLAIN ROBERT HEMPHILL, JR., PhD

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS

Veterans Day

Hal Marcus Gallery Day

The Regular City Council meeting was **RECESSED** at 9:15 a.m. in order to reconvene the Work Session for November 8, 2021.

The Regular City Council meeting was **RECONVENED** at 1:59 p.m.

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 October 26, 2021, the Agenda Review of October 25, 2021, the Work Session of October 25, 2021, the Special Meeting of July 27, 2020, and the Work Session of September 28, 2020.
-

CONSENT AGENDA - REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:

.....

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

NO ACTION was taken on this item

.....

CONSENT AGENDA - RESOLUTIONS:

.....

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

.....

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

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

That the City Manager be authorized to sign an Air Cargo Building Lease Agreement between the City of El Paso ("Lessor") and Swissport SAUSA, LLC, a Delaware limited liability company ("Lessee"), for office and warehouse space, loading dock, round service equipment parking apron and vehicle parking area, at 6415 Convair Road, El Paso, Texas, in Air Cargo Center Building #2.

.....

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

WHEREAS, the City of El Paso ("Lessor") and DHL Express (USA), Inc. ("Lessee") entered into an Air Cargo Center Agreement with an effective date of February 6, 2018, to lease office, warehouse, loading dock, and ground service equipment parking space located at Suite G of the Air Cargo Center, 301 George Perry, Blvd., El Paso, El Paso County, Texas; and

WHEREAS, the Tenant desires to lease additional warehouse and ground service equipment parking space, and other space located at Suite H of the Air Cargo Center;

WHEREAS, the City is willing to lease the referenced space to Lessee, and to offer Landlord's Additional Improvements to Suite H.

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

1. That the City Manager be authorized to sign a First Amendment to Air Cargo Center Agreement ("First Amendment") with an effective date of November 9,

2021, by and between the City of El Paso ("Lessor") and DHL Express (USA), Inc. ("Lessee") to add the following described property:

That certain office and warehouse space containing approximately 12,325 square feet, more or less, in total as shown on Exhibit "C" to said First Amendment, known as the Air Cargo Center, 301 George Perry Blvd., Suite H, El Paso, El Paso County, Texas, together with portions of the loading dock and vehicle parking space, ground service equipment parking and the non-exclusive use of the roadway in front of the Air Cargo Center, all as set forth therein.

2. That the First Amendment shall identify Lessor Additional Improvements and the rental rates for Suite H.

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

5.

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

WHEREAS, the City of El Paso (the "City") is eligible to apply for grants through the Criminal Justice Division of the Office of the Governor of the State of Texas ("CJD");

WHEREAS, the El Paso City Council seeks to receive grant funding through the CJD grant/application number 4365501 for the El Paso Police Department project identified as "Body Worn Camera Grant Program FY2022"; and

WHEREAS, the El Paso City Council designated the City Manager or his designee as the City's authorized official.

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

1. **THAT**, the El Paso City Council authorizes the submission to the Office of the Governor of the State of Texas, Criminal Justice Division, grant application number 4365501, for the City of El Paso Police Department project identified as "Body Worn Camera Grant Program FY2022" to provide financial assistance to the City of El Paso.
2. **THAT**, the City of El Paso shall provide all matching funds for said grant if applicable.
3. **THAT**, the City Manager or designee is authorized to apply for, accept, reject, alter and/or terminate said grant.
4. **THAT**, the City Council agrees that in the event of loss or misuse of said grant funds, the City of El Paso will return all funds for said grant to the State of Texas Office of the Governor, Criminal Justice Division.

5. **BE IT FURTHER RESOLVED THAT**, the City Manager or designee is authorized to sign any related paperwork, including but not limited to, the actual grant contract, the authorization of budget transfers, and/or revisions to the operation plan, as well as any grant amendments, corrections, or extensions of the grant agreement which increase, decrease, or de-obligate program funds, provided that no additional City funds are required.

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

6.

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

WHEREAS, The Sun Bowl Association (hereinafter referred to as "Grantee") has submitted an application for a Special Event Permit as per Chapter 13.38 (Special Events) of the El Paso City Code, for the use and closure of rights-of-way within the City of El Paso's (hereinafter referred to as "the City") for the **Sun Bowl Thanksgiving Parade & Turkey Trot from 3:00 a.m. to 2:00 p.m. on Thursday, November 25, 2021** (hereinafter referred to as the "Event"); and

WHEREAS, The Event will utilize both City and State rights-of-way: and

WHEREAS, The City of El Paso (hereinafter referred to as the "City") has found the Event serves a public purpose; and

WHEREAS, The State of Texas (hereinafter referred to as the "State") owns and operates a system of highways for public use and benefit, including **Copia St. between La Luz Ave. and Tularosa Ave.** within El Paso, Texas; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of portions of the State Highway System for periods of time exceeding four hours; and

WHEREAS, the State in recognition of the public purpose for the Event, provides a means of cooperating with the City for the temporary closure of State right-of-way, provided the closure is in accordance with the requirements of 43 TAC, Section 22.12 and the City enters into an Agreement for the Temporary Closure of State Right-of-Way for the Event (Form TEA 30A).

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

That the closure of rights-of-way within the City of El Paso for the **Sun Bowl Thanksgiving Parade & Turkey Trot from 3:00 a.m. to 2:00 p.m. on Thursday, November 25, 2021**, serves a public purpose of providing cultural and recreational activities for the residents and visitors of the City of El Paso, and in accordance with 43 TAC, Section 22.12, the City Manager be authorized to sign an Agreement For The Temporary Closure of State Right Of Way (Form TEA 30A) by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for the temporary closure and use of State owned and operated street (s) in excess of four hours for portions of **Copia St. between La Luz Ave. and Tularosa Ave.** upon the issuance of required

permits from the City of El Paso and substantial conformity to the finalized TEA30 agreement between the City of El Paso and State of Texas Department of Transportation.

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

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

WHEREAS, pursuant to the City's 2021 calendar year City Council regular meeting schedule, City Council is scheduled to meet on Tuesday, December 21, 2021; and

WHEREAS, the City Council desires to reschedule the December 21, 2021 meeting to Tuesday, December 14, 2021; and

WHEREAS, the City will resume its regular meetings of the City Council for the 2022 calendar year on Tuesday, January 4, 2022.

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

That in conformity with Section 3.5 of the City Charter, the regular City Council meeting scheduled on December 21, 2021 is hereby rescheduled for Tuesday, December 14, 2021, and the related Agenda Review and Work Session will be held on Monday, December 13, 2021. The regular meeting of the City Council for the 2022 calendar year will resume on January 4, 2022.

Representative Rodriguez commented.

Ms. Laura D. Prine, City Clerk, commented.

.....
8. *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 exercise the first renewal option under a Lease Agreement entered on November 29, 2011 between the City of El Paso, Texas and Madison River Investments, LLC for the lease of the property commonly known as Suite 300 of the Wells Fargo Building located at 221 N. Kansas Street. Further, that the City Manager, or designee, is authorized to accept the Landlord's determination of the Market Base Rental Rate as provided in the lease. Further, that the City Manager, or designee, is authorized to exercise all rights and perform all obligations under the lease agreement. Further, that the City Manager, or designee, is authorized to execute any amendments to the lease without further City Council approval. Further, that the City Manager, or designee, is authorized to exercise the second renewal option and accept future Landlord determinations of Market Base Rental Rate if the City Manager determines that the renewal of the lease is required for operation purposes.

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

9.

*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, be authorized to sign a First Amendment to Agreement for Professional Services by and between the CITY OF EL PASO and GRV Integrated Engineering Solutions, LLC. , an Texas Limited Liability Corporation, for a project known as “**YARBROUGH, GEORGE DIETER AND LEE TREVINO ARTERIAL LIGHTING AND LANSCAPE IMPROVEMENTS**” to allow for additional basic services for construction administration increasing the contract amount by \$63,405 extending the contract amount from \$503,956.76 to \$567,361.76. Further, that the City Engineer is authorized to approve Additional Services for an amount not to exceed \$36,595 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 \$603,956.76; and that the City Manager is 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.

.....
Goal 8: Nurture and Promote a Healthy, sustainable Community
.....

10. **ITEMS 10 AND 11 WERE TAKEN TOGETHER**

R E S O L U T I O N

WHEREAS, EP Salazar II, LP has proposed a development for affordable rental housing of **approximately 302** units that will be located at **311 S. Eucalyptus Street** in the **City of El Paso**; and

WHEREAS, EP Salazar II, LP has submitted an application to the Texas Department of Housing and Community Affairs for **2021** Housing Tax Credits for **Salazar Apartments**;

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.

11.

R E S O L U T I O N

WHEREAS, EP Salazar II, LP has proposed a development for affordable rental housing at **311 S. Eucalyptus Street** named **Salazar Apartments** in the **City of El Paso**; and

WHEREAS, EP Salazar, LP has advised that it intends to submit an application to the Texas Department of Housing and Community Affairs for 2021 **Housing Tax Credits** funds for **Salazar Apartments**; and

It is hereby

RESOLVED, that as provided for in 10 TAC §11.101(a)(3) of the Qualified Allocation Plan, it is hereby acknowledged that the proposed Development is located in a census tract that has a poverty rate above **55% for Developments in regions 13** for individuals; and

FURTHER RESOLVED, that the **City of El Paso** hereby confirms that its Governing Body has voted specifically to authorize the Development to move forward; 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.

Representative Annello commented.

Ms. Nicole Ferrini, Community & Human Development Director, commented.

1ST MOTION

*Motion made, seconded, and unanimously carried to **MOVE THE ITEMS** to the Forefront of the Regular Agenda.

2ND AND FINAL MOTION

Motion made by Representative Molinar, seconded by Representative Svarzbein, and unanimously carried to **APPROVE** the Resolutions.

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

NAYS: None

12.

***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 Mayor be authorized to sign an Interlocal Agreement between the City of El Paso, Texas and the City of Anthony, Texas, for the period of September 1, 2021 through August 31, 2022, for the provision of public health and environmental services by

the City of El Paso to the City of Anthony, for which the City of Anthony shall pay to the City of El Paso an annual amount of FIFTY-ONE THOUSAND THREE HUNDRED FOUR DOLLARS AND NO/100 (\$51,304.00).

.....
CONSENT AGENDA – BOARD RE-APPOINTMENTS:
.....

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

13. *Motion made, seconded, and unanimously carried to **RE-APPOINT** Edmund Castle to the Historic Landmark Commission by Representative Joe Molinar, District 4.
.....

CONSENT AGENDA – APPLICATIONS FOR TAX REFUNDS:
.....

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

14. *Motion made, seconded, and unanimously carried to **APPROVE** the tax refunds listed below and posted on the attachment with this agenda:
1. Corelogic Tax Services, in the amount of \$3,419.49 made an overpayment on December 15, 2020 of 2020 taxes. (Geo. # V893-999-4540-2200)
-

CONSENT AGENDA – NOTICE OF CAMPAIGN CONTRIBUTIONS:
.....

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

15. *Motion made, seconded, and unanimously carried **ACCEPT** the notation pursuant to Section 2.92.080 of the City Code: receipt of campaign contributions by Representative Peter Svarzbein in the amount of \$1,500.00 by El Paso Association of Fire Fighters Local 51.
.....

REGULAR AGENDA – MEMBERS OF THE CITY COUNCIL
.....

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

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

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

That the City Council declares that the expenditure of District 2 discretionary funds in an amount not to exceed \$4,446.42 to the Downtown Management District for costs related to the placement of informational banners in the City's downtown area for the Ann Richards Legacy Project; serves the public purpose of inspiring new leaders.

That the City Manager is authorized to effectuate any budget transfers necessary to ensure that the funds are properly expended for such purpose and is authorized to execute any related agreements, amendments to such agreements, and documents necessary to carry out the purpose of this Resolution.

Representative Annello commented.

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

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

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

17. Discussion and action to direct the City Manager and staff to provide an answer on or before the February 1, 2022 City Council meeting with a cost estimate of how much the Multipurpose Performing Arts and Entertainment Center (MPC) project would cost if it were executed today.

Representative Molinar commented.

Motion made by Representative Molinar, seconded by Representative Svarzbein, and unanimously carried to **POSTPONE** the item **INDEFINITELY**.

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

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

18. Discussion and action to suspend November Sun Metro route closures to the 2nd quarter of 2022 to fully ascertain return of ridership and to create a timeline for reinstatement of route closures during the pandemic from March 2020 to present.

Ms. Ellen Smyth, Managing Director for Environmental Services and Mass Transit, briefed Council members on the planned route changes.

Representatives Svarzbein, Annello, and Hernandez commented.

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

NO ACTION was taken on this item.

Goal 8: Nurture and Promote a Healthy, Sustainable Community

19. **RESOLUTION**

WHEREAS, The Borderland Rainbow Center in El Paso, Texas recognizes the violence and challenges faced by the transgender community in the nation every day, particularly transgender women of color; and

WHEREAS, there is a long history of violence targeting the transgender community and women of color, much of which goes unreported or inaccurately reported; and

WHEREAS, transgender women of color are more likely to experience violence, including in prisons and immigration detention facilities; and

WHEREAS, this year there were at least 34 known transgender people killed in the United States, 28 of whom were people of color; and

WHEREAS, discriminatory attitudes toward the transgender community and women of color foster high rates of violence, homelessness, and economic instability; and

WHEREAS, the members of the transgender community and women of color who do not have access to safe education, employment, and housing due to lack of availability, targeted support programs, or training are forced into situations that put them in vulnerable positions; and

WHEREAS, our County must ensure anti-discriminatory employment practices and promote policies for accepting inclusive environments; and

WHEREAS, it is essential to develop policies that support the transgender community, develop public education to dispel myths, and to humanize transgender people.

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

November 20th shall be known as: "NATIONAL TRANSGENDER DAY OF REMEMBRANCE".

Representatives Annello and Hernandez commented.

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Rodriguez

REGULAR AGENDA – OPERATIONAL FOCUS UPDATES

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

20. Management Update: Eco-Tourism Update.

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

Representatives Svarzbein and Hernandez commented.

NO ACTION was taken on this item.

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

21. Presentation, discussion and action on the upcoming Strategic Planning Session to be held on December 1-2, 2021 at the El Paso Museum of Art.

Ms. Julie Baldwin, Learning and Innovation Director, and Ms. Nicole Cote, Office of Management and Budget Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representatives Svarzbein, Hernandez, and Molinar Commented.

Mr. Tommy Gonzalez, City Manager, commented.

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Rodriguez, and unanimously carried to **CALL FOR THE SPECIAL MEETINGS** for the Strategic Planning Session to be held on December 1-2, 2021 at the El Paso Museum of Art at 9:00 A.M.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Annello

CALL TO THE PUBLIC – PUBLIC COMMENT:

The following members of the public commented:

1. Mr. Rick Bonart
2. Ms. Wally Cech

The Regular City Council meeting was **RECESSED** at 2:06 p.m. in order to convene the Mass Transit Department Board Meeting.

The Regular City Council meeting was **RECONVENED** at 3:16 p.m.

REGULAR AGENDA – FIRST READING OF ORDINANCES:

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

AYES: Representatives Svarzbein, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga
REGULAR CITY COUNCIL MEETING MINUTES NOVEMBER 9, 2021 11

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Annello

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

22. An Ordinance amending Title 12 (Vehicles and traffic), Chapter 12.08 (Administration and Enforcement), Section 12.08.220 (Impounding Vehicles) of the City Code, in its entirety, to allow an employee designated by the City to request the removal and storage of illegally parked and abandoned vehicles.
-

PUBLIC HEARING WILL BE HELD ON NOVEMBER 23, 2021

Goal 3: Promote the Visual Image of El Paso

23. An Ordinance granting Special Permit No. PZST21-00012, to allow for a television and radio broadcasting antennae on the property described as a portion of Lot 1, Block 2, Pellicano Commercial Unit Three, 12285 Pellicano Drive, City of El Paso, El Paso County, Texas, pursuant to Section 20.10.700 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: 12285 Pellicano Drive
Applicant: Montoya Oak Business Park, LP
PZST21-00012

24. An Ordinance changing the zoning of Tract 8C, Section 29, Block 80, TSP 1, Texas And Pacific RR Company Surveys, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) to C-4 (Commercial). 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: Generally located East of Dyer Street and North of Sean Haggerty Drive/Angora Loop Avenue
Applicant: Sitework Engineering c/o Jorge Garcia, PZRZ21-00022

PUBLIC HEARING WILL BE HELD ON DECEMBER 7, 2021 FOR ITEMS 23 AND 24

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS

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

25. Motion made by Representative Salcido, seconded by Representative Svarzbein, and unanimously carried to **AWARD** Solicitation 2022-0052 Airport RTS to MIRADOR ENTERPRISES, INC. for an estimated award of \$1,474,731.79. The purpose of the project is to improve the existing local bus service in El Paso along the Montana Street corridor by

REGULAR CITY COUNCIL MEETING MINUTES NOVEMBER 9, 2021 12

adding a new bus rapid transit service route, as well as providing a pickup location for rideshare users. A new enclosed station at the El Paso International Airport will be constructed that will follow the development of the Montana Rapid Transit System (RTS), that will also provide a pickup location for rideshare users. The station will consist of a climate-controlled building, pedestrian lighting, new Sidewalks, landscaping, bicycle racks and artwork.

Department:	Capital Improvement
Award to:	MIRADOR ENTERPRISES, INC. El Paso, TX
Item(s):	Base Bid I, Base Bid II, Base Bid III and Base Bid IV
Initial Term:	182 Consecutive Calendar Days
Base Bid I:	\$1,224,669.94
Base Bid II:	\$ 26,055.72
Base Bid III:	\$ 77,566.32
Base Bid IV:	\$ 134,730.00
Additive Alternate I:	\$ 11,709.81
Total Estimated Award:	\$1,474,731.79
Funding Source:	2021 Certificate of Obligation/Federal Transit Administration
Account:	190-4746-38290-580270-PCP11MT050B 560-3210-38290-580270-PCP11MT050B
District(s):	2 & 3

This is a Low Bid procurement, lump sum contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to MIRADOR ENTERPRISES, INC., the lowest responsive and responsible bidder and that Arrow Building Corp. be deemed non-responsible due to not providing proper documentation that demonstrates a satisfactory performance record and that PERIKIN Enterprises, LLC be deemed non-responsible due to not meeting the minimum experience requirement that demonstrates a satisfactory performance record.

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.

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, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Annello

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

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

26.

ORDINANCE 019256

The City Clerk read an Ordinance entitled: **AN ORDINANCE AMENDING TITLE 10 (PUBLIC PEACE, MORALS AND WELFARE), CHAPTER 10.12 (OFFENSES AGAINST PUBLIC PEACE), SECTION 10.12.050 (ALCOHOL PROHIBITED IN PUBLIC PLACES), SUBSECTION A TO DEFINE "HOMELESS SHELTER," "POSSESSES," AND "POSSESSION," AND SUBSECTION B TO ADD HOMELESS SHELTER TO THE AREA WHERE OFFENSE CAN OCCUR; THE PENALTY BEING PROVIDED IN SUBSECTION 10.12.050 E OF THE EL PASO CITY CODE.**

The following City staff members presented a PowerPoint presentation (copy on file in the City Clerk's Office):

- Assistant Police Chief Victor Zarur
- Police Lieutenant Michael Gaither
- Mr. Carlos Armendariz, Assistant City Attorney

Representatives Svarzbein and Lizarraga commented.

The following members of the public commented:

1. Mr. Ricardo Flores
2. Ms. Dora Villanueva
3. Ms. Maria Tonche
4. Letter from Ms. Cynthia Renteria was read into the record by Ms. Laura Prine, City Clerk

1ST MOTION

*Motion made, seconded, and unanimously carried to **MOVE THE ITEM** to the Forefront of the Regular Agenda ahead of Items 10 and 11.

2ND AND FINAL MOTION

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

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

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

NAYS: Representative Annello

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

Goal 3: Promote the Visual Image of El Paso

27.

ORDINANCE 019257

The City Clerk read an Ordinance entitled: **AN ORDINANCE CHANGING THE ZONING FOR A PORTION OF TRACT 6, FRUITVALE ADDITION, 8458 ROSEWAY DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-F (RANCH AND FARM) TO R-4 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: 8458 ROSEWAY DRIVE
APPLICANT: ELDER RAMIREZ, PZRZ21-00023**

Mr. Raul Garcia, Project Manager, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Leeser and Representatives Molinar and Rodriguez commented.

The following members of the public commented:

1. Mr. Eduardo Talamantes
2. Mr. Elder Ramirez

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

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Annello

28.

ORDINANCE 019258

The City Clerk read an Ordinance entitled: **AN ORDINANCE APPROVING A SPECIAL PERMIT FOR A PARKING LOT FOR THE PROPERTY DESCRIBED AS LOT 7 AND 8 AND SOUTH 2 FEET OF LOT 9, BLOCK 82, CAMPBELL ADDITION, 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 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: 707 S. OCHOA ST.
APPLICANT: JAIME MONTTOYA, PZST21-00010**

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

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representatives Annello 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**.

29.

ORDINANCE 019259

The City Clerk read an Ordinance entitled: **AN ORDINANCE CHANGING THE ZONING FOR THE PROPERTY DESCRIBED AS BEING A PORTION OF TRACTS 3 AND 3A, SECTION 15, BLOCK 80, TOWNSHIP 1, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-F (RANCH-FARM) TO R-5 (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: DYER STREET AND O'CONNOR DRIVE

APPLICANT: SALVARE NE EL PASO, LLC, PZRZ21-00019

Motion duly made by Representative Molinar, 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, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Annello

REGULAR AGENDA – OTHER BUSINESS:

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

30.

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 the Guaranteed Maximum Price Amendment to the Standard Form of Agreement by and between the City of El Paso and Jordan Foster Construction, LLC (“Design-Builder”) for the project known as “Eastside Sports Complex Phase II 2018-1186R”, to accept and incorporate the Design-Builder’s Guaranteed Maximum Price Proposal and establishing the Guaranteed Maximum Price (“GMP”) for the project in the amount of \$12,105,896.36; and

That the City Manager or designee be authorized to approve contract changes, and sign contract amendments, which are necessary for proper execution of the work and carrying out the intent of the project, which are in accordance with applicable law and do not make changes to the prices and are within the appropriate budget; and

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

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Annello

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

31.

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, be authorized to sign a two year On-Call Agreement for Professional Services to perform appraisal services on a task order basis between the by City of El Paso and each of the following five consultants:

1. CBRE, Inc.
2. Gayle-Reid Appraisal Services, Inc.
3. Lowery Property Advisors, LLC.
4. Ralph Sellers & Associates
5. Wilkinson, Pendergras & Associates LP.

Each On-Call Agreement will be for an amount not to exceed \$100,000. In addition, the City Manager 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. Further, that the City Manager, or designee, is authorized to execute any amendments to the agreements provided such amendments do not increase the contract amounts. Further, that the City Manager, or designee, is authorized to exercise up to three options to extend the contracts for one year each option, each option increasing the contract amount by an additional \$50,000 for a total contract amount, including options, not to exceed \$250,000.

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Annello

32.

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 District No. One ("M.U.D. No. 1") requested review and approval of the issuance of the Unlimited Tax Bonds, Series 2021 Bonds Utility by M.U.D. No. 1 (the "Series 2021 Bonds"); and

WHEREAS, the City reviewed the proposed issuance of Series 2021 Bonds by M.U.D. No. 1 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 \$7,945,000, by Paseo Del Este Municipal Utility District No. 1, with the acknowledgement that the issuance of such bonds does not constitute debt issuance by the City of El Paso.

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Annello

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

33.

RESOLUTION

REGULAR CITY COUNCIL MEETING MINUTES NOVEMBER 9, 2021

18

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

That the City Manager, or designee, be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and TRANSMAP CORPORATION, an Ohio professional Limited Liability Company, for a project known as **“PAVEMENT CONDITIONS INDEX ASSESSMENT”** for an amount not to exceed **\$652,895.93** and that the City Manager, or designee, be authorized to establish the funding sources, make any necessary budget transfers, execute any and all documents necessary for the execution of the Agreement, and to execute any contract amendments that do not impact the funding amount.

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

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Anello

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34.

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, be authorized to sign a two year On-Call Agreement for Professional Services to perform urban planning services on a task order basis by and between the by City of El Paso and each of the following seven (7) consultants:

1. AECOM Technical Services, Inc. (Information Analysis)
2. Lake Flato Architects, Inc. (Strategic Planning & Visioning)
3. MYCOTOO Inc. (Strategic Planning & Visioning)
4. AECOM Technical Services, Inc. (Sustainability & Resiliency)
5. Quantum Engineering Consultants, Inc. (Sustainability & Resiliency)
6. Asakura Robinson Company, LLC. (Urban Design)
7. Lake Flato Architects, Inc. (Urban Design)

Each On-Call Agreement will be for an amount not to exceed TWO-HUNDRED THOUSAND and No/00 Dollars (\$200,000.00), 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 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. Further, that the City Manager or designee, is authorized to sign any contract amendments that do not affect the contract amounts.

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

AYES: Representatives Svarzbein, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga
NAYS: None
NOT PRESENT FOR THE VOTE: Representative Annello

Goal 8: Nurture and Promote a Healthy, sustainable Community

35.

R E S O L U T I O N

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

That the City Manager be authorized to sign a two year On-Call Agreement for Professional Services to perform energy management services on a task order basis by and between the City of El Paso and each of the following two (2) consultants:

1. Texas Energy Engineering Services, Inc.
2. Yearout Energy Services Company, LLC

Each On-Call Agreement will be for an amount not to exceed Three Hundred Thousand and No/00 Dollars (\$300,000.00), 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.

Representative Svarzbein commented.

Mr. Gerald DeMuro, Capital Improvement Assistant Director, commented.

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

AYES: Representatives Svarzbein, Hernandez, Molinar, Salcido, Rodriguez, Rivera, and Lizarraga
NAYS: None
NOT PRESENT FOR THE VOTE: Representative Annello

ADJOURN

Motion made by Alternate Mayor Pro Tempore Lizarraga, seconded by Representative Salcido, and unanimously carried to **ADJOURN** this meeting at 5:51 p.m.

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

NOT PRESENT FOR THE VOTE: Representative Annello

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk

OSCAR LEESER
MAYOR

TOMMY GONZALEZ
CITY MANAGER



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

CITY COUNCIL WORK SESSION MINUTES
November 8, 2021
COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY
9:05 AM

.....

The City Council of the City of El Paso met at the above place and date. Meeting was called to order at 9:25 a.m. Mayor Oscar Leeser was present and presiding and the following Council Members answered roll call: Peter Svarzbein, Cassandra Hernandez, Joe Molinar, Isabel Salcido, Claudia Rodriguez, and Henry Rivera. Alexsandra Annello and Cissy Lizarraga requested to be excused on November 8, 2021. All members were present when the meeting reconvened on November 9, 2021 with Alexsandra Annello participating virtually.

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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 presentation by explaining that the transmission rate of COVID-19 infections was on the rise with 70% of new cases attributed to unvaccinated individuals. He mentioned that the City received 10,000 pediatric vaccinations for immediate distribution and listed the vaccination sites available by appointment. In addition, Mr. Gonzalez provided information regarding two community forums to be hosted by the Department of Public Health later in the week aimed at disseminating vaccine information to address any public concern. He ended the overview by citing the new vaccine protocol in place at land ports of entry due to the reopening of international bridges for non-essential travel and added that the City would remain informed on pending OSHA regulation on mandatory vaccinations and would work on securing funds from the recently approved Infrastructure Bill.

2. City Attorney Overview (Karla Nieman)

- a) State Disaster Declarations
- b) Emergency Ordinances
- c) Greg Abbott, in his official capacity as Governor of Texas, v. City of El Paso & Statewide Mask Mandate Litigation
- d) Additional Updates

Ms. Karla Nieman, City Attorney, provided an update on the pending renewal of disaster

declarations and emergency ordinances and said the pending litigation related to the City's Mask Mandate currently with the 8th Court of Appeals would most likely return to County Court No. 7 for trial. She explained that similar litigation cases across the State were also pending at various Appellate Courts and provided the status of COVID-19 citations filed with the City's Municipal Courts.

3. Team Lead Report:

a) Health Focus (Hector Ocaranza, M.D.)

Dr. Hector Ocaranza, Public Health Authority, continued the presentation by explaining that the number of new COVID-19 cases were prevalent among the younger demographic groups and said testing demand was low despite the higher rate of transmission. He encouraged the use of non-pharmacological interventions such as facemasks, hand washing, and testing and explained the difference between vaccines for adults versus children.

The following City staff members responded to questions posed by Members of the City Council:

- Mr. David Coronado, Managing Director for International Bridges
- Ms. Laura Cruz- Acosta, Strategic Communications Director

4. City Manager Wrap-up (Tommy Gonzalez)

Mr. Tommy Gonzalez, City Manager, wrapped up the presentation by saying the City would continue to work with community partners for the distribution of pediatric vaccines in order to remain above the State and the Nation in vaccination rates. He encouraged the community to obtain flu vaccines in addition to COVID-19 vaccines and said the City would not turn anyone away at the various distribution sites.

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

NO ACTION was taken on this item.

2.

ORDINANCE 019253

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

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

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

WHEREAS, pursuant to El Paso City Code Section 2.48.020(C), a local state of

disaster declaration may not be continued or renewed for a period in excess of seven days except by or with the consent of City Council; and

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

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

WHEREAS, since March 2020, El Paso City Council has re-enacted Emergency Ordinance No. 019035 monthly, with the most recent re-enactment taking place on October 11, 2021; and

WHEREAS, as of October 28, 2021, the number of COVID-19 active cases in El Paso is over 2,183; and

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

WHEREAS, Emergency Ordinance No. 019239 which re-enacts Emergency Ordinance No. 019035 is set to expire on November 10, 2021; and

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

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

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

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

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

NAYS: None

ABSENT: Representatives Annello and Lizarraga

Mayor Leeser consented to the adoption of the Emergency Ordinance.

**AN EMERGENCY ORDINANCE
RE-ENACTING EMERGENCY ORDINANCE NO. 019036 INSTITUTING EMERGENCY
MEASURES, AS RE-ENACTED, RESTATED AND AMENDED BY EMERGENCY ORDINANCE
NO. 019151; AND FURTHER RE-ENACTED AND AMENDED BY EMERGENCY ORDINANCE
NOS. 019156, 019169, 019191 PENALTY AS PROVIDED IN SECTION 8**

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

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

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

WHEREAS, since March 2020, City Council has re-enacted Emergency Ordinance No. 019036 monthly, with the most recent re-enactment, re-statement and amendment taking place on March 16, 2021 and with the most recent re-enactment taking place on October 11, 2021; and

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

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

WHEREAS, the City Council desires to re-enact Emergency Ordinance No. 019036, as re-enacted, restated and amended on March 16, 2021 through Emergency Ordinance No. 019151, as further re-enacted and amended on March 29, 2021 through Emergency Ordinance No. 019156, as further re-enacted and amended on April 26, 2021 through Emergency Ordinance No. 019169, as further re-enacted and amended on May 24, 2021 through Emergency Ordinance No. 019191, which shall remain in effect for thirty days or until otherwise terminated, re-enacted, or superseded by a conflicting El Paso Local Health Authority order, or state or federal law or order.

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

1. Emergency Ordinance No. 019036, as re-enacted, restated and amended by Emergency Ordinance No. 019151, and as further re-enacted and amended by Emergency Ordinance Nos. 019156, 019169, and 019191, penalty as provided in Section 8, is hereby re-enacted.
2. Emergency Ordinance No. 019036, as re-enacted, restated and amended by Emergency Ordinance No. 019151, and further re-enacted and amended by Emergency Ordinance Nos. 019156, 019169, 019191, penalty as provided in Section 8, shall remain in full force and effect and continue for thirty (30) days unless re-enacted in accordance with City Charter Section 3.10 or until terminated by the City Council, whichever is sooner.

3. This ordinance is adopted as an emergency measure with the unanimous vote of the City Council Representatives present and the consent of the Mayor, pursuant to City Charter Section 3.10.

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

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

NAYS: None

ABSENT: Representatives Annello and Lizarraga

Mayor Leeser consented to the adoption of the Emergency Ordinance.

4.

ORDINANCE 019255

**AN EMERGENCY ORDINANCE
RE-ENACTING EMERGENCY ORDINANCE NO. 019241;
ALLOWING TEMPORARY USES ON THE PUBLIC RIGHT OF WAY AND
PRIVATE PROPERTY BY SUSPENDING VARIOUS CITY ORDINANCES;
PENALTY AS PROVIDED IN SECTION 6.**

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

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

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

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

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

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

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

WHEREAS, on October 11, 2021, City Council enacted an Emergency Ordinance Instituting Emergency Measures to Allow Temporary Uses on the Public Right of Way and Private Property by Suspending Various City Ordinances ("**Emergency Ordinance No. 019241**") ; and

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

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

WHEREAS, City Council desires to re-enact its October 11, 2021, Emergency Ordinance No. 019241, which shall take effect immediately, and remain in effect until December 8, 2021, or until otherwise terminated, re-enacted, or superseded by a conflicting El Paso Local Health Authority order, or state or federal law or order.

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

1. That Emergency Ordinance No. 019241, is re-enacted and shall remain in full force and continue for thirty (30) days unless re-enacted in accordance with City Charter Section 3.10 or until terminated by the City Council, whichever is sooner;
2. This ordinance is adopted as an emergency measure with the unanimous vote of the City Council Representatives present and the consent of the Mayor and pursuant to City Charter Section 3.10.

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

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

NAYS: None

ABSENT: Representatives Annello and Lizarraga

Mayor Leeser consented to the adoption of the Emergency Ordinance.

5. Presentation and update from the El Paso Electric Company on its application with the Federal Energy Regulatory Commission (FERC) to revise its Open Access Transmission Tariff.

The following representatives from El Paso Electric Company presented a PowerPoint presentation (copy on file in the City Clerk's Office):

- Mr. David Hawkins, Vice President of Strategy and Sustainability
- Mr. Matthew Loftus, Senior FERC Attorney

Representatives Svarzbein, Hernandez, Salcido, and Molinar commented.

NO ACTION was taken on this item.

6. Discussion and action to authorize District 2 City Representative Alexsandra Annello to attend Council meetings by video conference more than one regular meeting week in a row, on November 9, 2021 and the meeting week of November 22, 2021.

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

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

NAYS: None

ABSENT: Representatives Annello and Lizarraga

7. For Notation Only: Formal Report of the Financial Oversight and Audit Committee meeting held on October 21, 2021.

1. Discussion and Action on FY 2020-2021 Audit Plan 4th Quarter Updates

- Motion made by Representative Hernandez, seconded by Representative Salcido and approved by Representative Rivera, Representative Hernandez, Representative Lizarraga and Representative Salcido to accept the 4th Quarter Update.

2. Discussion and Action on the FY 2021-2022 Annual Internal Audit Plan.

- Motion made by Representative Hernandez, seconded by Representative Lizarraga and approved by Representative Rivera, Representative Hernandez, Representative Lizarraga and Representative Salcido to add the Street Resurfacing Audit to the FY 2021-2022 Annual Internal Audit Plan.
- Motion made by Representative Hernandez, seconded by Representative Salcido and approved by Representative Rivera, Representative Hernandez, Representative Lizarraga and Representative Salcido bring to approve the FY 2021-2022 Annual Internal Audit Plan.

3. Discussion on Client Surveys.

Mr. Edmundo Calderon, Chief Internal Auditor, provided an overview of on the items discussed during the October 21, 2021 meeting.

NO ACTION was taken on this item.

The meeting was **RECESSED** at 12:42 p.m. and **RECONVENED** on November 9, 2021 at 9:17 a.m. in order to discuss items 8 and EX1.

8. Discussion and action on the development of cost estimates for the Multi-Purpose Performing Arts and Entertainment Center (MPC) to be located in Downtown, and to direct the City Manager or designee to hire a consultant and execute all contracts and amendments to develop the following information: Project concept; partnership opportunity guidelines including public-private partnership specifications; and financial model to include estimate of capital costs and operating costs which is in compliance with all court rulings and legal decisions.

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

The following members of City staff commented:

- Mr. Tommy Gonzalez, City Manager
- Karla Nieman, City Attorney

The following members of the public commented:

1. Mr. Joe Gudenrath
2. Mr. Brian Kennedy
3. Mr. Arnulfo Hernandez

4. Ms. Vanessa Galvez
5. Ms. Janeth Guadian
6. Mr. Jud Burgess
7. Mr. Rick Bonart
8. Ms. Ana Reza

1ST MOTION

Motion made by Representative Rivera, seconded by Representative Svarzbein, and unanimously carried to **TABLE** the item on November 8, 2021 until November 9, 2021 at 9:15 a.m.

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

NAYS: None

ABSENT: Representatives Annello and Lizarraga

2ND MOTION

Motion made by Representative Mayor Pro Tempore Svarzbein, seconded by Representative Rivera, and unanimously carried to **TAKE** the item from the table on November 9, 2021.

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

NAYS: None

3RD MOTION

Motion made by Representative Salcido, seconded by Representative Svarzbein, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION** at 10:33 a.m. on November 9, 2021 pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Section 551.071 to discuss item 8 and **TAKE EX1** from the table.

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

NAYS: None

4TH MOTION

Motion made by Representative Rivera, seconded by Representative Hernandez, and unanimously carried to **ADJOURN** the Executive Session at 1:42 p.m. on November 9, 2021 and **RECONVENE** the meeting of the City Council.

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

NAYS: None

5TH MOTION

Motion made by Representative Rodriguez, seconded by Representative Molinar, and unanimously carried to **AMEND** the main motion to insert the words "to direct staff to return with recommendations on how to safeguard damaged buildings and options for funding sources in ways that align with the Temporary Restraining Order (TRO)" at the end of the motion.

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

NAYS: None

6TH AND FINAL MOTION

Motion made by Representative Salcido, seconded by Representative Rivera, and unanimously carried to **AMEND** the main motion to insert the words “such as architects, urban designers, engineers, and to include studies such as an economic impact analysis, and programming operations” after the word “consultant” and add “to incorporate preservation of historic buildings and to preserve historic character after the word “decisions”.

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

NAYS: None

7TH AND FINAL MOTION

Motion made by Representative Salcido, seconded by Representative Rivera, and unanimously carried to **DIRECT** the City Manager or designee to hire a consultant such as architects, urban designers, engineers and to include studies such as an economic impact analysis and programming operations; execute all contracts and amendments to develop the following information: Project concept; partnership opportunity guidelines including public-private partnership specifications; and financial model to include estimate of capital costs and operating costs which is in compliance with all court rulings and legal decisions to incorporate preservation of historic buildings and to preserve historic character and to **DIRECT** staff to return with recommendations on how to safeguard damaged buildings and options for funding sources in ways to align with the Temporary Restraining Order (TRO).

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

NAYS: None

.....
EXECUTIVE SESSION

Motion made by Representative Rivera, seconded by Representative Salcido, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION** on November 8, 2021 at 10:42 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 executive session items with the exception of EX1:

Section 551.071 CONSULTATION WITH ATTORNEY

Section 551.087 DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS

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

NAYS: None

ABSENT: Representatives Annello and Lizarraga

Motion made by Representative Rivera, seconded by Representative Molinar, and unanimously carried to **ADJOURN** the Executive Session at 12:38 p.m. on November 8, 2021 and **RECONVENE** the meeting of the City Council.

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

NAYS: None

NOT PRESENT FOR THE VOTE: Representative Hernandez

ABSENT: Representatives Annello and Lizarraga

EX1. Max Grossman v. City of El Paso; 8th Court of Appeals, Case #08-19-00272-CV; Matter No. 17-1001-171.001.001 (551.071)

1ST MOTION

Motion made by Representative Rivera, seconded by Representative Svarzbein, and unanimously carried to **TABLE** the item until November 9, 2021 at 9:15 a.m.

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

NAYS: None

ABSENT: Representatives Annello and Lizarraga

2ND MOTION

Motion made by Representative Salcido, seconded by Mayor Pro Tempore Svarzbein, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION** at 10:33 a.m. on November 9, 2021 pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Section 551.071 to discuss item 8 and **TAKE EX1** from the table.

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

NAYS: None

3RD MOTION

Motion made by Representative Rivera, seconded by Representative Hernandez, and unanimously carried to **ADJOURN** the Executive Session at 1:42 p.m. on November 9, 2021 and **RECONVENE** the meeting of the City Council.

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

NAYS: None

4TH AND FINAL MOTION

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Rodriguez, and that the City Manager and the City Attorney be authorized to engage in discussions to identify various options for a resolution of the on-going litigation including but not limited to the lawsuit entitled Max Grossman v. City of El Paso; 8TH Court Appeals, Case #08-19-00272-CV; Matter No. 17-1001-171.001.001.

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

NAYS: None

EX2. Morales, Fernando, et al. vs. City of El Paso, et al. Matter No. 19-1026-10584.001 (551.071)

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Rivera, and carried that the City Attorney's Office, in consultation with the City Manager, be authorized to **DENY** a global settlement demand made during mediation in the case entitled:

Fernando Morales et al. vs. Enrique Carrillo, et al., in Matter Number 19-1026-10584.001, in its entirety.

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

NAYS: None

ABSENT: Representatives Annello and Lizarraga

-
- EX3. Application of El Paso Electric Company for approval to revise its Energy Efficiency Cost Recovery Factor (EECRF) and to request to establish cost caps, Public Utility Commission of Texas Docket No. 52081. Matter No. 21-1008-172 (551.071)**

NO ACTION was taken on this item.

-
- EX4. Application of El Paso Electric Company to Change rate to Open Access Transmission Tariff, Federal Energy Regulatory Commission (FERC) Docket No. ER22-282-000 Matter No. 21-1008-183 (551.071)**

Motion made by Mayor Pro Tempore Svarzbein, seconded by Representative Rivera, and that the City Attorney be **AUTHORIZED** to retain outside counsel and any other necessary consultants, in consultation with the City Manager, to file an intervention in Federal Energy Regulatory Commission (FERC) Docket No. ER22-282-000, Application of El Paso Electric Company to change rate to Open Access Transmission Tariff.

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

NAYS: None

ABSENT: Representatives Annello and Lizarraga

-
- EX5. Request by Texas Gas Service Company, a division of ONE Gas, Inc., for Recovery of Extraordinary Costs Incurred during the 2021 Winter Storm Uri and Mitigate Future Costs, Texas Railroad Commission Docket No. 00007069, Matter No. 20-1008-147 (551.071)**

NO ACTION was taken on this item.

-
- EX6. Economic Incentives for a Nonprofit Business Incubator to be located in the City of El Paso. Matter No. 19-1007-2514 (551.071) (551.087)**

NO ACTION was taken on this item.

-
- EX7. Economic Incentives for an Infill Development located in the City of El Paso. Matter No. 21-1007-2802 (551.087)**

NO ACTION was taken on this item.

ADJOURN

Motion made by Representative Rivera, seconded by Representative Salcido and unanimously carried to **ADJOURN** the meeting on November 9, 2021 at 1:56 p.m.

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

.....
APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk



Legislation Text

File #: 21-1308, **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, is authorized to dedicate for use of the public as public right-of-way the following property: a 0.0483 acre portion of Lots 14 and 15, Block 5, El Paso International Airport Tracts Replat of Unit 3, as filed in Volume 28, Page 46, El Paso County Plat Records more commonly known as a portion of 6631 Montana Avenue. Further, the City Manager, or designee, is authorized to execute a dedication deed and to record such deed in the El Paso County Records.

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

AGENDA DATE: November 23, 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, is authorized to dedicate for use of the public as public right-of-way the following property: a 0.0483 acre portion of Lots 14 and 15, Block 5, El Paso International Airport Tracts Replat of Unit 3, as filed in Volume 28, Page 46, El Paso County Plat Records more commonly known as a portion of 6631 Montana Avenue. Further, the City Manager, or designee, is authorized to execute a dedication deed and to record such deed in the El Paso County Records.

BACKGROUND / DISCUSSION:

The easement necessary to create a pedestrian-friendly sidewalk.

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)

RESOLUTION

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

That the City Manager, or designee, is authorized to dedicate for use of the public as public right-of-way the following property: a 0.0483 acre portion of Lots 14 and 15, Block 5, El Paso International Airport Tracts Replat of Unit 3, as filed in Volume 28, Page 46, El Paso County Plat Records more commonly known as a portion of 6631 Montana Avenue.

Further, the City Manager, or designee, is authorized to execute a dedication deed and to record such deed in the El Paso County records.

APPROVED 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

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEDICATION DEED

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF EL PASO §

Date: _____, 2021

Grantor: The City of El Paso, a Municipal Corporation

Grantor's Mailing Address (including county):

300 N. Campbell
El Paso County, Texas
El Paso, Texas 79901

Grantee: The City of El Paso, a Municipal Corporation, as trustee on behalf of the public

Grantee's Mailing Address (including county):

300 N. Campbell
El Paso County, Texas
El Paso, Texas 79901

Consideration: TEN AND NO/100THS DOLLARS (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged.

Property (including any improvements):

A 0.0483 acre portion of Lots 14 and 15, Block 5, El Paso International Airport Tracts Replat of Unit 3, as filed in Volume 28, Page 46, El Paso County Plat Records, such property more particularly described by metes and bounds in Exhibit A attached hereto and made part hereof for all purposes (the "Property").

Reservations from Conveyance:
None

Exceptions to Conveyance:
All encumbrances of record and all other encroachments whether recorded or not.

Exceptions to Warranty:

This deed is without warranty, express or implied, whether made by this instrument or by law.

Conveyance:

Notwithstanding anything to the contrary, this conveyance is made as Deed of Dedication for the Property to be used as public right of way and all related uses including but not limited to traffic fixtures, utilities, and all other uses allowed under federal, state, or local law. This property may be used by the City of El Paso for public purposes as a City dedicated street and related uses. Should the Property cease to be used as public right of way, the Property will automatically revert back to the Grantor or grantor's heirs, executors, administrators, successors or assigns. GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance, and warranty, dedicates to GRANTEE the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE, GRANTEE'S heirs, executors, administrators, successors or assigns forever.

When the context of this instrument requires, singular nouns and pronouns will include the plural.

GRANTOR: City of El Paso, Texas

Tomás González,
City Manager

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

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

Notary Public, in and for the State of Texas

My Commission Expires:

AFTER RECORDING RETURN TO:
City of El Paso
P.O. Box 1890
El Paso County, Texas 79950-1890

Exhibit "A"



ROMAN BUSTILLOS, P.E.
President
BANCY P. BROCK, P.E.
Executive Vice President
SERGIO J. ADAMS, P.E.
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President - Surveying
CERT. REG. NO. 7737
T&E License No. 101314-00

METES AND BOUNDS DESCRIPTION
(PUBLIC ACCESS EASEMENT)

A 0.0483 acre parcel situate within the corporate limits of the City of El Paso, El Paso County, Texas as a portion of Lots 14 and 15, Block 5, El Paso International Airport Tracts Replat of Unit 3, as filed in Volume 28, Page 46, El Paso County Plat Records and being more particularly described by metes and bounds as follows:

BEGINNING at a chiseled "X" found in concrete along the northerly right-of-way-line of Montana Avenue (U.S. Hwy. No. 62/180) (100 feet wide); *THENCE*, a 5/8 rebar with survey cap illegible found along the northerly right-of-way line of said Montana Avenue, identical to the southwest corner of Lot 12, Block 5, El Paso International Airport Tracts Replat of Unit 3, bears South 81°10'07" West (South 81°24'26" West-measured), a distance of 271.52 feet (272.02 feet-measured);

THENCE, leaving the northerly right-of-way line of said Montana Avenue, North 01°01'53" West, a distance of 10.09 feet to the northwest corner of the parcel herein described;

THENCE, North 81°10'07" East, a distance of 210.58 feet to the westerly right-of-way line of Airway Boulevard (variable width) for the northeast corner of the parcel herein described;

THENCE, following the westerly right-of-way line of said Airway Boulevard, South 01°01'53" East, a distance of 10.09 feet to a chiseled "X" found on the northerly right-of-way line of said Montana Avenue for the southwest corner of the parcel herein described;

THENCE, leaving the westerly right-of-way line of said Airway Boulevard and following the northerly right-of-way line of said Montana Avenue, South 81°10'07" West, a distance of 210.58 feet to the **POINT OF BEGINNING**.

Said Parcel containing 0.0483 acres (2,105.8 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: September 23, 2021

05100-116-PUBLIC ACCESS EASEMENT-DESC.doc





Legislation Text

File #: 21-1309, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 2

Airport, Sam Rodriguez, (915) 212-7301

AGENDA LANGUAGE:

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

A Resolution to authorize the City Manager to execute a License Agreement between the City of El Paso ("City") and Tikal Group, LLC, a Texas Limited Liability Company ("Licensee"), to allow Licensee to locate news racks to dispense Licensee's newspaper in three areas of the El Paso International Airport, for a term of two years, in exchange for Licensee providing in-kind services equaling the value of the space and the license fee (\$15,000.00 annually), pursuant to the City's "In-Kind Services in Lieu of License Fees Payment", approved by the Director of Aviation on July 5, 2021.

Term for this agreement shall be for two (2) years. Licensee will provide in-kind services in lieu of license fees/payments. Total value of the space and license fee is \$15,000.00 annually.

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

DEPARTMENT: Aviation

AGENDA DATE: November 23, 2021

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

DISTRICT(S) AFFECTED: 2

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

SUBJECT:

Resolution to authorize the City Manager to execute a License Agreement between the City of El Paso ("City") and Tikal Group, LLC, a Texas limited liability company ("Licensee"), to allow Licensee to locate news racks to dispense Licensee's newspaper in three areas of the El Paso International Airport, for a term of two years, in exchange for Licensee providing in-kind services equaling the value of the space and the license fee (\$15,000.00 annually), pursuant to the City's "In-Kind Services in Lieu of License Fees Payment", approved by the Director of Aviation on July 5, 2021.

Term for this agreement shall be for two (2) years. Licensee will provide in-kind services in lieu of license fees/payments. Total value of the space and license fee is \$15,000.00 annually.

BACKGROUND / DISCUSSION:

The Department of Aviation is requesting approval of this item to allow Tikal Group, LLC d/b/a Border Now to place three (3) newsstands offering the Border Now Magazine. The magazine will offer business, maquiladora trade and economy information to our passengers, visitors and business partners. Newsstands will be located in the Baggage Claim, main lobby and the Meet/Greet areas.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A: This is an in-kind item

BOARD / COMMISSION ACTION:

N/A

DEPARTMENT HEAD:



Sam Rodriguez, PE, Director of Aviation

RESOLUTION

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

That the City Manager is authorized to execute a License Agreement between the City of El Paso ("City") and Tikal Group, LLC, a Texas limited liability company ("Licensee"), to allow Licensee to locate newsracks to dispense Licensee's newspaper in three areas of the El Paso International Airport, for a term of two years, in exchange for Licensee providing in-kind services equaling the value of the space and the license fee (\$15,000.00 annually), pursuant to the City's "In-Kind Services in Lieu of License Fees Payment", approved by the Director of Aviation on July 5, 2021.

APPROVED THIS _____ day of _____ 2021.

CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:



Samuel Rodriguez, P.E.
Director of Aviation

STATE OF TEXAS)	
)	LICENSE AGREEMENT
COUNTY OF EL PASO)	(Border Now)

THIS LICENSE AGREEMENT is made between the **CITY OF EL PASO** ("City") and **TIKAL GROUP, LLC**, a limited liability company organized under the laws of Texas, DBA **BORDER NOW** ("Licensee").

WHEREAS, the City owns and operates the El Paso International Airport located in El Paso County, Texas ("Airport");

WHEREAS, the Licensee is engaged in providing print and electronic media concerning international trade with Mexico;

WHEREAS, the Licensee desires to provide printed versions of its publication "Border Now" ("Newspaper") free of charge to the public in the areas designated by the City in the Airport terminal building located at 6701 Convair ("Terminal");

WHEREAS, the City deems it advantageous to itself and the City to grant a License Agreement and certain rights and privileges, as hereinafter set out.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I – LICENSE

1.1 LICENSE SITE

The Newspaper shall be dispensed from newspaper racks ("Newspaper Racks") which shall be located in the following areas of the Terminal: 1) Meter Greeter; 2) Main Lobby; 3) Baggage Area, consisting of a total of approximately 75 square feet. The areas will be referred to collectively hereinafter as the "Licensed Premises." Licensee shall coordinate the exact locations of the Newspaper Racks with the Director of Aviation (the "Director") or designee. The specific location of the Newspaper Racks may change from time to time and will be agreed upon and documented by the Director or designee and Licensee who will identify the location on Exhibit "A" (Terminal Map) to be dated and signed by the Licensee and the Director.

1.2 DESCRIPTION OF PRIVILEGES, USES AND RIGHTS

The City grants to the Licensee the following privileges, uses, and rights, all of which shall be subject to the terms, conditions, and covenants hereinafter set forth:

- A. The nonexclusive right, license and privilege to place and maintain three (3) Newspaper Racks in the Terminal for the purpose of dispensing the Newspaper from the Licensed Premises.

- B. The licensed rights granted herein shall be subject to all applicable laws, ordinances, rules and regulations.
- C. City hereby grants to Licensee the rights of ingress to and egress from the Licensed Premises by Licensee and its officers, employees, agents and servants, patrons and invitees, suppliers of service and furnishers of material. Said right shall be subject to such ordinances, rules and regulations relating to the use and operations at the Airport and subject further at all times, to the Director's or designee's approval and control.

1.3 CONDITIONS AND TERMS

This Agreement is entered into subject to the following conditions and terms.

- A. Licensee's activities shall be limited to the placement, maintenance, and removal of the Newspaper Racks. For purposes of this Agreement, "maintenance" shall include maintaining the Newspaper Racks in good repair; ensuring that the Newspaper Racks are clean; and restocking the Newspaper Racks with Licensee's Newspaper. Licensee shall restock copies of the Newspaper and clean the Newspaper Racks on a weekly basis.
- B. The Director or designee, from time to time, may require Licensee to relocate the Newspaper Racks to other locations in or around the Terminal during the term of this Agreement. The Director or designee will determine the locations of any temporary Newspaper Rack sites and will provide the Licensee fourteen (14) calendar days' prior written notice of any relocation. Licensee agrees to allow the Airport or third party contracted by the Airport to relocate the Newspaper Racks. 50
- C. The right to use public Airport facilities in common with others authorized to do so shall be exercised only subject to and in accordance with the laws of the United States of America and the State of Texas; the rules and regulations promulgated under their authority with reference to aviation and air navigation; and all applicable rules, regulations and ordinances of City now in force or hereafter prescribed or promulgated by charter authority or by law.
- D. The Licensee warrants and agrees that it is able to and will provide and maintain Newspaper Racks that are clean; in good repair, and are mid-range or high quality fixtures on the Licensed Premises.
- E. Licensee will utilize only the roadways, or other direction, path, route, or form of travel that the City may designate, from time to time, for Licensee's operation and movement on or about the Airport.

ARTICLE II - PLACEMENT OF NEWSPAPER RACKS

2.1 TERMINAL BUILDING SPACE

- A. The City shall provide:

- (1) Permission to locate the Newspaper Racks in specific locations that will not cause damage to the Licensed Premises and will ensure that Licensee's access to the Newspaper Racks is not blocked or restricted during normal business hours. If City determines that it must block or restrict access for a limited time, the City will provide Licensee with 24-hours notice prior to blocking or limiting access.
- (2) No Authorization to Enter Restricted Area. Licensee understands that Licensee, its agents, employees, servants, and independent contractors are not authorized by City to enter restricted areas as defined in Title 14 of the El Paso City Code, as amended.
- (3) Existing lighting, air conditioning, and electrical service for Licensed Premises.
- (4) City represents and warrants the Licensed Premises comply with all requirements of all applicable governmental authorities in effect as of the Effective Date. During the term, City shall take appropriate and timely action to maintain the Terminal in compliance with all applicable governmental regulations, including without limitation, the Americans with Disabilities Act, hereafter imposed by order of any governmental agency or any other authority, at its sole cost and expense and without reimbursement from Licensee; provided, however, that if any requirement is imposed solely as a result of the specific and unique use of the Licensed Premises by Licensee, then Licensee shall bear the cost of compliance. 500

B. The Licensee shall provide:

- (1) Placement, maintenance, and removal of the Newspaper Racks and access to the Newspaper Racks by Airport employees, visitors, and members of the public 24 hours per day, seven days per week. Licensee will use diligence and care in the placement, maintenance, and removal of the Newspaper Racks to avoid damage to Airport property. Should any damage occur, Licensee shall, at its own cost, repair all such damage without delay in a professional manner to the reasonable satisfaction of the Director.
- (2) The Newspaper Racks and copies of the Newspaper necessary in the proper conduct of the Licensee's business.
- (3) Licensee shall not install or place any additional fixtures, outlets, or circuits in the Terminal.
- (4) Licensee is familiar with the restrictions imposed on City by 49 CFR Part 1540 and 1542 as amended and agrees to assume responsibility for compliance with said regulations as they relate to access and identification procedures on the Premises. Licensee recognizes that all persons in or on the Licensed Premises must comply with federal safety and security requirements and agrees that all employees shall, as a condition of being on the Licensed Premises, be badged by the Airport and that all other persons shall be escorted in accordance with Airport requirements. Licensee shall also require that all personnel of any subcontractor or sublicensee

shall also be similarly badged and/or escorted.

2.2 ALTERATIONS, ADDITIONS OR REPLACEMENTS

Licensee shall make no alterations, additions or replacements to the Licensed Premises. Any alterations, replacements, or improvements made shall be considered a material breach of this Agreement, and City may terminate this Agreement in accordance with the provisions set forth in Article VII and require Licensee to remove said alterations, additions, or replacements at Licensee's sole cost.

ARTICLE III - SERVICES TO BE PERFORMED BY LICENSEE

3.1 HOURS OF OPERATION

The Newspaper Racks will be available to the public seven (7) days a week 24 hours per day.

3.2 TYPE OF OPERATION

Licensee shall ensure that service is available on a fair, reasonable and non-discriminatory basis to the public.

3.3 COMPLIANCE WITH LAWS

All activities of Licensee on the Licensed Premises shall be done in accordance with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the City or Licensee, with respect to the use, or occupation of the Licensed Premises.

3.4 SOLICITATION AND CONDUCT

The Licensee shall prohibit its agents and employees from engaging in the placement, maintenance, and removal of its Newspaper Racks on or about the Airport in a loud, offensive or objectionable manner. In the event of questionable conduct in such activity, the Director or designee shall be sole judge in determining if said conduct is a violation of this paragraph. Upon receipt of notice from the Director or designee, the Licensee shall immediately take all steps necessary to eliminate the undesirable conduct.

The Licensee, its agents and employees shall undertake the placement, maintenance, and removal of Newspaper Racks at the Airport in such a manner as to maintain a friendly and cooperative relationship with other companies engaged in business at the Airport.

The Licensee shall not engage in open public disputes, disagreements or conflicts that would be incompatible with the best interest of the public at the Airport. The Director or designee, shall have the right, but not be required, to resolve all such disputes, disagreements or conflicts; and her determination thereof or the manner in which the Licensee shall thereafter operate shall be binding upon the Licensee.

3.5 TRASH, GARBAGE, ETC.

The Licensee shall provide a complete and proper arrangement for the adequate disposal, away from the Airport, of all trash, garbage and other refuse caused as a result of the operation of its business.

3.6 TAXES AND OTHER FEES

The Licensee shall bear, at its sole expense, all costs of operating the Newspaper Racks and shall pay, in

addition to the License Fee, all other costs connected with the use of the Licensed Premises, including, but not limiting the generality hereof, maintenance, insurance, any and all taxes, and all permits and licenses required by law. The Licensee shall have the right, however, at the Licensee's sole cost and expense, to contest the legality of any tax, levy or assessment but shall not allow disputed amounts to remain unpaid during such contest. Failure to pay any taxes or assessments in a timely manner may result in termination of this License Agreement.

3.7 MAINTENANCE

The Licensee shall, at its sole cost and expense, maintain the Licensed Premises and every part thereof in good order and repair and in good and safe condition; repair all damages caused by its employees, representatives, agents or contactors, or Licensee's operation of said service; and maintain and repair the Newspaper Racks on said Licensed Premises.

The Licensee further agrees that the Director or designee, shall be the sole judge of the quality of maintenance of the Licensed Premises. If Licensee fails to provide adequate maintenance, upon written notice by the Director or designee, the Licensee shall be required to provide maintenance of the Newspaper Racks. If Licensee fails to undertake said maintenance within seven (7) days after receipt of written notice, the City will have the right to perform the necessary maintenance through an appropriate contractor, the cost of such repairs and maintenance shall be borne by the Licensee.

ARTICLE IV - TERM OF AGREEMENT

4.1 TERM

The term of this Agreement shall be for a period of two years, commencing on the date on which the El Paso City Council approves the Agreement ("Effective Date"). Either party can terminate for convenience with thirty (30) days written notice to the other party prior to the expiration date of the initial term.

4.2 NATIONAL EMERGENCY

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

ARTICLE V – FEES, RENT AND PERCENTAGE FEES

5.1 CONSIDERATION

The License Fee includes the space for Newspaper Racks provided under this Agreement and the license itself (the "License Fee"). The value of the License Fee provided under this Agreement is \$1,250.00 per month. The annual cost of this License Fee is \$15,000.00 (\$1,250.00 x 12 months). In consideration for the License Fee, and in accordance with the City of El Paso Airports policy concerning "In-Kind Services In Lieu of License Fees Payments" (approved by the El Paso City Council on July 5, 2021), the Licensee shall provide the following in-kind services annually in lieu of the annual cash payment of \$15,000.00:

In the first year of the Term, Licensee shall provide City with one full-page ad (9 inches x12 inches) in twelve (12) issues of the printed edition of Border NOW magazine. Each full-page ad is valued at \$1,250.00. Twelve full-page ads total \$15,000.00 annually.

In the second year of the Term, Licensee shall provide City with one full-page ad (9 inches x12 inches) in twelve (12) issues of the printed edition of Border NOW magazine. Each full-page ad is valued at \$1,250.00. Twelve full-page ads total \$15,000.00 annually.

Attached hereto as Exhibit "B", is Licensee's Affidavit affirming the value of the in-kind services to be provided to the City.

5.2 DEFAULT FOR FAILURE TO PROVIDE IN-KIND SERVICES

Failure of the Licensee to provide any part of the in-kind services due pursuant to this Agreement shall constitute a default under this Agreement. If the Licensee is in default for failure to provide any part of the in-kind services, the City shall have the right, upon ten (10) days written notice, to cancel this Agreement.

In the event of default under this section of the Agreement, the City shall provide Licensee fourteen (14) days' written notice to remove the Newspaper Racks. If Licensee fails to remove the Newspaper Racks, the City shall have the right to re-enter and resume possession of the Licensed Premises and to remove the Licensee's property without being guilty of any manner of trespass or conversion and without prejudice to any other remedies, which might be used by the City.

5.3 CONTRACTUAL LIEN

In the event of default pursuant to Section 5.2, City shall have a lien upon all goods, chattels, personal property, except delivery vehicles, as security for fees due and to become due for the remainder of the Agreement 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 Licensee grants to City a security interest in all of Licensee's personal property placed in or on the Licensed 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 or its successor agency, and any other laws pertaining thereto and the Railroad Commission of the State of Texas. In the event City exercises the option to terminate the license as provided herein, the City, after providing reasonable notice to Licensee of its intent to take possession and giving an opportunity to cure the default, may take possession of all of Licensee's property on the Premises and sell it at public or private sale after giving Licensee 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 City deems best. The proceeds of the sale shall be applied first to the necessary proper expense of removing, storing and selling such property, then to the payment of any License Fee due or to become due under this Agreement, with the balance, if any, to be paid to Licensee.

ARTICLE VI - INSURANCE AND INDEMNIFICATION

6.1 LIABILITY INSURANCE

Licensee, and any contractor or subcontractor that performs any service on behalf of Licensee under the terms of this Agreement, shall obtain, provide proof of, and maintain for the term of this Agreement, the following:

1. Commercial General Liability Insurance for the benefit of City and Licensee, as their respective interests may appear, including all the usual coverage known as: (a) Premises/operations liability, (b) Products/completed operations, and (c) Personal/advertising injury for minimum limits of One Million Dollars (\$1,000,000.00) for

bodily injury to one person for each occurrence, and One Million Dollars for property damage arising out of each occurrence, or in amounts equal to the maximum liability for damages for municipalities for claims arising under governmental functions, provided for under the Texas Tort Claims Act, whichever is greater.

2. Automobile Liability with Minimum Limits of \$1,000,000 Bodily Injury/\$500,000 Property Damage Liability per occurrence; and
3. Statutory Workers' Compensation Insurance and Employers Liability Insurance with Minimum Limits of \$1,000,000 per occurrence.

City, its officials, employees, agents and contractors shall be included as an Additional Insured on the Commercial General Liability and Automobile Liability policies, in the policy itself and shall be reflected on the certificate of insurance or through a blanket endorsement attached to the policy stating that the City is named as an Additional Insured through a contract, and the policies and certificate of insurance must contain a "blanket waiver of subrogation" clause in favor of the City.

The Licensee and their subcontractors' or sublicensees insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and contractors. Any insurance or self-insurance maintained by the City, its officials, employees, agents and contractors shall be in excess of the Licensee's or Licensee's subcontractor's or sublicensee's insurance and shall not contribute to the Licensee's or Licensee's subcontractor's or sublicensee's insurance. 50

All policies shall provide either in the policy itself or have reflected on the certificate of insurance or through a blanket 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. All such policies of insurance shall be written by insurance companies authorized to do business in the State of Texas and shall be written by companies approved by City.

Prior to undertaking any work under this Agreement, the Licensee, at no expense to the City, shall furnish to the City a certificate of insurance with blanket endorsements affecting coverage for each of the insurance policies provided in this Agreement.

6.02 INDEMNIFICATION

WITHOUT LIMITING THE GENERALITY OF ANY OTHER INDEMNITY CONTAINED IN THIS AGREEMENT, LICENSEE AGREES TO INDEMNIFY AND HOLD CITY AND ITS OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS, LIABILITIES AND EXPENSES, INCLUDING INVESTIGATION EXPENSES AND REASONABLE ATTORNEY'S FEES FOR THE DEFENSE OF SUCH CLAIMS AND DEMANDS, ARISING OUT OF OR ATTRIBUTED DIRECTLY OR INDIRECTLY TO THE OPERATION, CONDUCT OR MANAGEMENT OF LICENSEE'S ACTIVITIES ON THE LICENSED PREMISES, ITS USE OF THE LICENSED PREMISES, OR FROM ANY BREACH ON THE PART OF LICENSEE OF ANY TERMS OF THIS AGREEMENT, OR FROM ANY ACT OR NEGLIGENCE OF LICENSEE, ITS AGENTS, CONTRACTORS, EMPLOYEES, LICENSEES IN OR ABOUT THE PREMISES INCLUDING

CLAIMS AND DAMAGES ARISING IN WHOLE, OR IN PART, FROM THE NEGLIGENCE OF CITY. IN CASE OF ANY ACTION OR PROCEEDING BROUGHT AGAINST CITY BY REASON OF ANY SUCH CLAIM, LICENSEE, UPON RECEIPT OF WRITTEN NOTICE FROM CITY, AGREES TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO CITY. THE OBLIGATIONS OF LICENSEE UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR SOONER TERMINATION OF THE AGREEMENT.

**ARTICLE VII - TERMINATION OF AGREEMENT, CANCELLATION,
ASSIGNMENT AND TRANSFER**

7.1 TERMINATION

This Agreement shall terminate at the expiration of the term hereof, or sooner as provided in this Agreement, and the Licensee shall thereafter have no further interest or right in the Licensed Premises.

7.2 CANCELLATION BY CITY

This Agreement shall be subject to cancellation by the City in the event the Licensee shall fail to provide the whole or any part of the in-kind services agreed upon; or in the event Licensee should do any of the following:

- A. 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 the Licensee's property;
- B. Make an assignment of any interest in this Agreement for the benefit of creditors;
- C. Be adjudged a bankrupt in involuntary bankruptcy proceedings;
- D. Be made a party to a receivership proceeding in which a receiver is appointed for the property or affairs of the Licensee;
- E. Abandon the Licensed Premises;
- F. Default in the performance of any of the covenants and conditions required herein to be kept and performed by the Licensee (except Default for Failure to Provide In-Kind Services under Section 5.2), and such default continues for a period of twenty (20) days after receipt of written notice from the City of said default; or
- G. Violate any applicable laws, statutes or ordinances.

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In any of the aforesaid events, the City may immediately cancel this Agreement and take immediate possession of the Licensed Premises and remove the Licensee's effects forcibly, if necessary, without being deemed guilty of trespassing and the Licensee shall cease all operation at the Airport immediately.

The failure of the City to declare this Agreement terminated upon the default of the Licensee for any of the reasons above shall not operate to bar or destroy the right of City to cancel this Agreement for any subsequent violation of the terms of this Agreement.

7.3 ASSIGNMENT AND TRANSFER

The Licensee shall not assign, transfer, or sublease its rights granted hereunder.

ARTICLE VIII - REDELIVERY

The Licensee shall make no unlawful or offensive use of the Licensed Premises and will at the expiration of the term hereof or upon any sooner termination, without notice, quit and deliver up said Licensed Premises to the City peaceably, quietly and in as good order and condition, reasonable use and wear thereof excepted, as the same now are or may hereafter be improved by the Licensee or the City.

ARTICLE IX - GENERAL PROVISIONS

9.01 TIME IS OF THE ESSENCE

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

9.02 NOTICES

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

CITY:	City Clerk City of El Paso P.O. Box 1890 El Paso, Texas 79950-1890
COPY TO:	El Paso International Airport 6701 Convair Road El Paso, Texas 79925-1099
LICENSEE:	Border Now Attn: Sergio L. Ornelas Ramirez 550 S. Mesa Hills Drive, Suite B3 El Paso, Texas 79912

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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, which, in the case of the City, may be done administratively and without the need for action by the El Paso City Council.

9.03 ATTORNEY'S FEES

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

9.04 AGREEMENT MADE IN TEXAS

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

9.05 GENERAL CIVIL RIGHTS PROVISION

Licensee 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 Licensee transfers its obligation to another, the transferee is obligated in the same manner as the transferor. This provision obligates the Licensee for the period during which the property is owned, used or possessed by the Licensee 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.

9.06 COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, the Licensee, for itself, its assignees, and successors in interest (for purposes of this Section 10.06 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. 500
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 City (for purposes of this Section 9.06 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. 500

9.07 AFFIRMATIVE ACTION

Licensee 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. Licensee assures that it will require that its covered sub-organizations (sublicensees) provide assurances to City, as set forth herein, that they similarly will undertake affirmative action programs, and that they will require assurance from their sub-organizations (sublicensees) to the same effect.

9.08 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 (except as Licensee is mandated by security requirements imposed by Licensee's federal government customers):

1. A. Licensee 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 License 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, Licensee will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations set out in Federal

Aviation Administration Order 1400.11, Appendix 4, as same may be amended from time to time (the "Acts and Regulations") such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

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

2. A. Licensee 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 Licensee will use the Premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations.

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

3. A. During the term of this License, Licensee for itself, its successors in interest, and assigns, as a part of the consideration hereof, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
 - Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 - 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
 - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope,

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coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures 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). Grantee shall take reasonable steps to ensure that LEP persons have meaningful access to its programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination because of sex in education programs or activities (20 U.S.C. 1681 et seq).

B. In the event of breach of any of the covenants in this section 3, City 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]

9.09 CUMULATIVE RIGHTS AND REMEDIES

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

9.10 INTERPRETATION

City and Licensee agree that this License has been freely negotiated by both parties and that in any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this License or any of its terms or conclusion there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this License or any portion thereof.

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

9.11 AGREEMENT MADE IN WRITING

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

9.12 PARAGRAPH HEADINGS

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

9.13 SEVERABILITY

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

9.14 SUCCESSORS AND ASSIGNS

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

9.15 TAXES AND OTHER CHARGES

Licensee shall pay any and all taxes and governmental charges of any kind whatsoever that may be lawfully assessed against Licensee or City, with respect to the Licensed Premises, any improvements, equipment, personal property or inventory thereon or Licensee's use and/or occupancy of the Licensed Premises, during the term of this Agreement including any extensions or option periods granted thereto. City is a tax-exempt governmental entity and shall not be responsible for any taxes or assessments arising from Licensee's use of the property or possession of the Licensed Premises.

Licensee in good faith may contest any tax or governmental charge; provided that Licensee may not permit such tax or governmental charge to remain unpaid during the period of such contest and any appeal therefrom.

9.16 WAIVER OF WARRANTY OF SUITABILITY

CITY DISCLAIMS ANY WARRANTY OF SUITABILITY THAT MAY ARISE BY OPERATION OF LAW. Except as otherwise provided in this License, LICENSEE PROVIDES THE LICENSED PREMISES AS-IS AND CITY DOES NOT WARRANT THAT THERE ARE NO LATENT DEFECTS THAT ARE VITAL TO LICENSEE'S USE OF THE LICENSED PREMISES FOR THEIR INTENDED COMMERCIAL PURPOSE.

9.17 SURVIVAL OF CERTAIN PROVISIONS

All provisions of this Agreement which expressly or impliedly contemplate or require performance after the expiration or termination of this Agreement hereunder shall survive such expiration or termination of this Agreement, including without limitation, Section 6.02 and Article VIII.

9.18 SUBORDINATION OF AGREEMENT

All rights granted in this Agreement shall be subordinate to the rights in any deed from the United States to the City of El Paso. This License shall further be subordinate to the provisions of any existing or future agreements between City 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 Licensed Premises, Licensee may cancel this License in its entirety.

9.19 FORCE MAJEURE

Neither party to this Agreement is responsible to the other party for non-performance or delay in performance of the terms and conditions herein due to acts of God, acts of government, wars, riots, strikes, accidents in transportation, fuel or materials shortages, or other causes beyond the control of the parties.

9.20 AUTHORIZATION TO ENTER AGREEMENT

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

9.21 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties.

(Signatures Begin on Following Page)

IN WITNESS WHEREOF, this Agreement is approved:

CITY OF EL PASO

Tomás González
City Manager

APPROVED AS TO FORM:

Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:

Sam 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

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

LICENSEE'S SIGNATURE AND ACKNOWLEDGMENT:

LICENSEE:
TIKAL GROUP, LLC
(DBA Border NOW)

Printed Name: Sergio L. Orenelas Ramirez

Title: Owner and Manager

Date: 9/22/2021

ACKNOWLEDGMENT

THE STATE OF Texas

COUNTY OF El Paso

This instrument was acknowledged before me on this 8 day of November, 2021, by Sergio L. Orenelas Ramirez, as Owner and Manager of Tikal Group, LLC (DBA Border NOW).

Abil Gouff
 Notary Public, State of Texas

My Commission Expires:

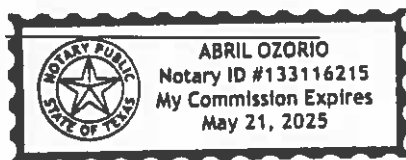




EXHIBIT "B"

AFFIDAVIT

STATE OF TEXAS)
COUNTY OF EL PASO)

I, the undersigned, do hereby swear or affirm that the following facts are true:

1. My name is Sergio L. Ornelas Ramirez.
2. I am over the age of 18.
3. I am the Owner and Manager of Tikal Group, LLC, DBA Border NOW.
4. The value of a one-page (9 inches x 12 inches) ad in the print edition of Border NOW is \$1,250.00.
5. The value of a one-page (9 inches x 12 inches) ad in twelve (12) print editions issues of Border NOW is \$15,000.00.

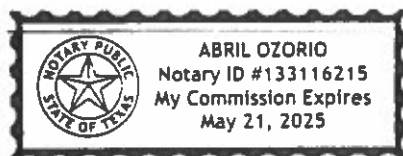
STATE OF TEXAS)
COUNTY OF EL PASO)

ACKNOWLEDGMENT

This instrument was acknowledged before me on this 8 day of November, 2021 by Sergio L. Ornelas Ramirez, as Owner and Manager of Tikal Group, LLC, DBA Border NOW.

Abil Ozorio
Notary Public, State of Texas

My Commission Expires:





Legislation Text

File #: 21-1313, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 2

Airport, Sam Rodriguez, (915) 212-7301

AGENDA LANGUAGE:

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

A Resolution to authorize the City Manager to sign an Office Space Rental Agreement by and between the City of El Paso ("Lessor") and ABM Aviation, Inc. ("Lessee") to lease office space totaling 284 square feet in the El Paso International Airport Terminal Building, located at 6701 Convair, El Paso, El Paso County, Texas, at \$43.60 per square foot per year, or as defined by the City Budget Resolution for the applicable space, for a term of three years, with an option to extend the Agreement for two additional one-year terms.

Term for this agreement shall be for three (3) years with the option to extend two additional one-year terms. Total value of the space lease is \$13,316.76 annually.

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

DEPARTMENT: Aviation

AGENDA DATE: November 23, 2021

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

DISTRICT(S) AFFECTED: 2

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

SUBJECT:

Resolution to authorize the City Manager to sign an Office Space Rental Agreement by and between the City of El Paso ("Lessor") and ABM Aviation, Inc. ("Lessee") to lease office space totaling 284 square feet in the El Paso International Airport Terminal Building, located at 6701 Convair, El Paso, El Paso County, Texas, at \$43.60 per square foot per year, or as defined by the City budget resolution for the applicable space, for a term of three years, with an option to extend the Agreement for two additional one-year terms.

Term for this agreement shall be for three (3) years with the option to extend two additional one-year terms. Total value of the space lease is \$13,316.76 annually.

BACKGROUND / DISCUSSION:

The Department of Aviation is requesting approval of this item to allow ABM Aviation, Inc. to lease office space in the ticketing area of the El Paso International. ABM Aviation, Inc provides passenger services traveling Southwest Airlines to include ground services, wheelchair escort, and baggage handling.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A: This is an in-kind item

BOARD / COMMISSION ACTION:

N/A

DEPARTMENT HEAD:


Sam Rodriguez, PE, 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 an Office Space Rental Agreement by and between the City of El Paso ("Lessor") and ABM Aviation, Inc. ("Lessee") to lease office space totaling 284 square feet in the El Paso International Airport Terminal Building, located at 6701 Convair, El Paso, El Paso County, Texas, at \$43.60 per square foot per year, or as defined by the City budget resolution for the applicable space, for a term of three years, with an option to extend the Agreement for two additional one-year terms.

Dated this ____ day of _____ 2021.

CITY OF EL PASO

Oscar Leaser
Mayor

ATTEST:

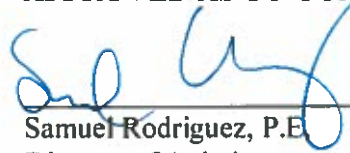
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:



Samuel Rodriguez, P.E.
Director of Aviation

OFFICE SPACE RENTAL AGREEMENT

El Paso International Airport
El Paso, Texas

ABM AVIATION, INC.
LESSEE

December 1, 2021
Effective Date

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ATTACHMENT:

EXHIBIT "A" – Description of Premises

OFFICE SPACE RENTAL AGREEMENT

THIS OFFICE SPACE RENTAL AGREEMENT ("Agreement" or "Lease") is entered into this ____ day of _____, 2021 by and between the City of El Paso ("Lessor") and ABM Aviation, Inc. ("Lessee").

WITNESSETH:

WHEREAS, the City of El Paso ("City") owns and operates the El Paso International Airport located in the County of El Paso, Texas ("Airport"), which is managed by the Director of Aviation ("Director");

WHEREAS, Section 22.021 of the Texas Transportation Code, as amended, authorizes the City to assess charges, rentals or fees for the privilege of supplying goods, services or facilities at the Airport, with due regard to the property and improvements used and the expenses of operation to the City;

WHEREAS, the Lessee is engaged in the business of providing passenger services to customers traveling Southwest Airlines and American Airlines to include wheelchair escort services, baggage handling services and skycap services and desires to use certain facilities at the Airport and lease from the City certain premises and facilities in connection with Lessee's use of the Airport;

WHEREAS, in furtherance of its authority, the City desires to enter into an agreement to lease to the Lessee certain facilities located at said Airport in accordance with the terms, covenants, and conditions hereinafter set forth in this Agreement; and

WHEREAS, the City and the Lessee have the power and authority to enter into this Agreement.

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

ARTICLE I - TERM

SECTION 1.01 TERM.

The term of this Agreement shall be for a period of three (3) years ("Initial Term"), commencing at 12:00 a.m. on December 1, 2021 ("Effective Date") and terminating at 11:59 p.m. on November 30, 2024 ("Expiration Date").

SECTION 1.02 AUTOMATIC EXTENSION OF TERM.

A. Upon the expiration of the Initial Term, provided the Agreement has not been previously terminated pursuant to the provisions herein, the Initial Term shall be extended automatically for two additional one-year terms (individually referred to as an "Extended Term"), unless on or

before 90 days prior to the then current Expiration Date of the Agreement, either party has given written notice of such party's intention not to extend this Lease for an additional one-year Extended Term.

SECTION 1.03 HOLDING OVER.

It is agreed and understood that any holding over by Lessee of the Premises at the expiration of the Initial Term or either of the Extended Terms of this Lease, or at the cancellation of this Agreement shall operate and be construed as a tenancy from month to month at a rental of one and one-half (1.5) times the current monthly rental, 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 current monthly rental rate shall continue until the new agreement is executed. No receipt or acceptance of money by Lessor from Lessee after the expiration or cancellation of this Agreement or after the service of any notice, after the commencement of any suit, or after final judgment for possession of the Premises, shall reinstate, continue or extend the terms of this Agreement, or affect any such notice, demand or suit or imply consent for any action for which Lessor's consent is required or operate as a waiver of any right of the Lessor to retake and resume possession of the Premises.

ARTICLE II - PREMISES AND PRIVILEGES

SECTION 2.01 DESCRIPTION OF THE PREMISES.

Subject to and on the terms, conditions, covenants, agreements and undertakings hereinafter set forth, Lessor does hereby demise and lease to the Lessee and the Lessee does hereby lease from Lessor the following described Premises located in the Airport terminal located at 6701 Convair, El Paso, Texas, ("Terminal") (collectively referred to herein as the "Premises"), which is more fully described in EXHIBIT "A" and which is attached hereto and incorporated herein for all purposes:

ATO 2: 96 square feet.

ATO 10: 135 square feet.

Hallway: 53 square feet.

Total area to be leased is 284 square feet.

SECTION 2.02 REASSIGNMENT OF THE PREMISES DURING CONSTRUCTION.

The Director may temporarily reassign all or any portion of the Premises or other areas utilized by the Lessee during any construction after reasonable written notice is provided to Lessee. The cost for any temporary relocation resulting from construction shall, at the discretion of the Director, be either borne by the Lessee necessitating the relocation or shall be included as part of the City's project cost. During the period when Lessee is temporarily relocated, appropriate adjustments to rental and other fees shall be made to reflect any differences between the area of the Premises and the area of temporarily assigned premises.

SECTION 2.03 GENERAL PRIVILEGES, USES AND RIGHTS.

The Premises shall be used as office space in connection with Lessee's business of providing

passenger services to customers traveling Southwest Airlines to include wheelchair escort services, baggage handling services and skycap services at the Airport, and Lessee shall not use, or permit the use of, the Premises, or any part thereof, for any other purpose or purposes, without the written consent of Director. No use shall be made, or be permitted to be made, of the premises, nor any acts done, which will increase the existing rate of insurance on the Airport Terminal, or cause a cancellation of any insurance policy covering the Terminal, or any part thereof.

SECTION 2.04 RESTRICTIONS ON PRIVILEGES, USES AND RIGHTS.

- A. Lessee shall not commit, or suffer to be committed, any waste upon the Premises, any public or private nuisance or other act or thing that may disturb the quiet enjoyment of any other Lessee in the Terminal.
- B. Lessee shall, at its sole cost and expense, comply with all the requirements of all municipal, state, and federal authorities and rules and regulations of the Airport, now in force and which may hereafter be in force, pertaining to the Premises, and shall faithfully observe in the use of the Premises all municipal ordinances and state and federal statutes and Airport rules and regulations now in force or which may hereafter be in force.
- C. Lessee covenants that it will not vacate or abandon the Premises at any time during the term; and if Lessee nevertheless does abandon, vacate, or surrender the Premises, or is dispossessed by process of law, or otherwise, any personal property belonging to Lessee and left on the Premises shall be deemed to be abandoned, at the option of Lessor.
- D. 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. Lessee shall take good care of the Premises and they shall not be altered, repaired, or changed without the written consent of the Director; and that, unless otherwise provided for by written agreement, all alterations, improvements, and changes that may be required shall be done either by or under the direction of the Director, but at the cost of Lessee, and shall be the property of Lessor, and shall remain upon and be surrendered with the Premises, excepting, however, that at Lessor's option, Lessee shall, at its expense, when surrendering the Premises, remove all partitions, counters, railing, equipment, etc., installed in the Premises by Lessee; that all damage or injury done to the Premises by Lessee, or by any person who may be in or on the Premises at the invitation of Lessee, shall be paid for by Lessee; and that Lessee shall, at the termination of this Agreement, surrender the Premises to Lessor in good condition and repair, normal wear and tear excepted.

SECTION 2.05 CONDITIONS AND TERMS.

This Agreement is entered into subject to the following conditions and terms:

- A. Lessee shall have the right to use, in common or jointly with other duly authorized users, those portions of the Terminal, together with all facilities, improvements, equipment, and services that have been or may hereafter be provided for their common or joint use, subject to this Agreement, the rules and regulations of the Airport and any applicable local, state or federal law.
- B. Lessee warrants that it is able to and will provide and maintain first-class quality facilities and services on Airport premises. Lessee further agrees that the passenger services which it conducts on Airport premises shall be delivered in a prompt, courteous and efficient manner and shall be adequate to meet the demand for said service on the Airport.
- C. Lessee shall keep the Premises and the locations from which Lessee's services are offered in a safe, clean and orderly condition at all times satisfactory to the Director.
- D. Lessee shall at all times retain an active, qualified, competent and experienced manager to supervise the checkpoint operations and to represent and act for the Lessee. Lessee shall maintain an employee inspection program to insure a high standard of service to the public.
- E. Lessee shall be required to properly uniform or dress its employees; they shall be clean, courteous, efficient, and neat in appearance at all times. Lessee shall not employ any person(s) who uses improper language or acts in a loud, boisterous or offensive manner in or about Airport premises.
- F. Lessee is familiar with the restrictions imposed on City by 49 CFR Part 1540 and 1542 as amended and agrees to assume responsibility for compliance with said regulations as they relate to access and identification procedures on the Premises. Lessee recognizes that all persons in or on the Premises must comply with federal safety and security requirements and agrees that all employees shall, as a condition of being on the Premises, be badged by the Airport and that all other persons shall be escorted in accordance with Airport requirements. Lessee shall also require that all personnel of any subcontractor or sublessee shall also be similarly badged and/or escorted.

SECTION 2.06 EMPLOYEE PARKING FACILITIES.

Lessee's employees working at the Airport Terminal will be provided vehicular parking facilities, if available, in common with other employees. Such facilities shall be located in an area designated by the Director. The Director reserves the right to assess a reasonable charge to Lessee or its employees for such parking facilities.

ARTICLE III - RENTALS AND FEES

SECTION 3.01 RENTALS.

During the initial term hereof the rental rate applicable to the Premises shall be at the following rate:

\$43.60 per square foot per annum for the Office and Hallway Space or the current applicable rate as defined by City budget resolution (Signatory Terminal Rate).

Said rental shall be paid in twelve (12) equal monthly installments on or before the first day of each month throughout the term of this Agreement, without the necessity for an invoice.

SECTION 3.02 ELECTRICITY CHARGES.

Lessee shall pay City charges for electrical power used in the Premises at the rate of \$3.29 per square foot per annum, or the current applicable rate as defined by City Budget Resolution. Such charges shall be paid in twelve (12) equal monthly installments on or before the first day of each month throughout the term of this Agreement, without the necessity for an invoice.

SECTION 3.03 AIRPORT IDENTIFICATION/ACCESS FEES.

Lessee shall pay all fees associated with Airport badging of Lessee's employees, including but not limited to all related background and fingerprinting costs, prior to gaining access to secured areas of the Airport.

SECTION 3.04 UNPAID RENT, FEES AND CHARGES.

For any installments of rent, any fees, or other charges or monies accruing under any provision of this Agreement that are not received within the tenth (10th) day of the date in which payment is due, such payments shall bear interest at a rate equal to the maximum allowed by law from the date when the same was due according to the terms of the Agreement until actually paid by Lessee.

SECTION 3.05 DEFAULT FOR FAILURE TO PAY RENTALS, FEES AND CHARGES.

In the event Lessee fails to pay any rentals, charges, and fees hereunder within the due date(s) established herein, Lessor may, at its option, and upon ten (10) days written notice to Lessee (unless in such ten-day period Lessee shall have corrected such failure to pay) immediately or at any time thereafter, enter into and upon the Premises or any additional storage, parking or other related areas utilized by Lessee and repossess the same. In said event, Lessor may expel Lessee and those claiming by, through or under it and remove Lessee's effects forcibly, if necessary, without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of rent or preceding breach of covenant. On reentry, as aforesaid, this Agreement shall terminate.

SECTION 3.06 CONTRACTUAL LIEN.

In addition to any other rights or remedies allowed by law, the Lessor shall have a lien on all of the property of the Lessee used or situated in the Premises, to secure payment of rentals owed hereunder by the Lessee to the Lessor at any time during the existence of this Agreement, and in default of payment may take possession of and sell such property as may be sufficient to pay the delinquent rent or indebtedness.

SECTION 3.07 TAXES AND OTHER CHARGES.

Lessee shall pay all taxes and governmental charges of any kind whatsoever that may be lawfully assessed against the Lessee or the Lessor, with respect to the Premises, during the term of this Agreement including any extensions granted thereto. Lessee shall be responsible for and shall pay all taxes, which may be levied or assessed against Lessee's interest in this Agreement or machinery, equipment or other personal property owned or used by Lessee and located on the Premises.

The Lessee in good faith may contest any tax or governmental charge; provided that the 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 the Lessor such action will not adversely affect any right or interest of the Lessor.

SECTION 3.08 PLACE OF PAYMENT.

All rentals, fees or other charges provided herein shall be paid by Lessee to Lessor at the following address:

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

Payment via an electronic payments system is encouraged provided the system is approved in advance by the Director.

ARTICLE IV - MAINTENANCE AND REPAIRS

SECTION 4.01 LESSEE'S MAINTENANCE.

Lessee shall, at its sole cost and expense, maintain the Premises and every part thereof in good order and repair and in good and safe condition; shall repair all damages caused by its employees, patrons, or its operation of said service; shall maintain and repair all equipment on said Premises; and shall repaint its own leased space when necessary, such repair and repainting to require the prior approval of the Director. Lessee, at its own expense, shall provide for janitorial services in the Premises.

Lessee further understands and agrees that Lessor shall be the sole judge of the quality of maintenance and that upon written notice by Lessor to Lessee, Lessee shall be required to perform whatever maintenance Lessor deems necessary. If said maintenance is not undertaken by Lessee within ten (10) 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 shall be borne by Lessee.

SECTION 4.02 LESSOR'S MAINTENANCE.

Lessor shall maintain the structure of the Terminal building, the roof and outer walls. However, Lessor shall not furnish janitorial service, window cleaning, guarding or custodial services, or any janitorial material or supplies for the Premises.

Lessee shall permit Lessor and its agents to enter into and upon the Premises at all reasonable times for the purpose of inspecting the same, for the purpose of maintaining the Terminal for the purpose of making repairs, alterations, or additions to any other portion of the Terminal, including the erection of scaffolding, props, or other mechanical devices, without any rebate of rent to Lessee or damages for any loss of occupation or quiet enjoyment of the Premises thereby occasioned.

Lessor agrees to furnish the Premises with heat and air conditioning without cost to Lessee. Lessee agrees to immediately notify the Director of the loss of any electrical power or lighting; however, Lessor shall not be liable, under any circumstances, for any loss of said utilities. Lessor shall clean and service the common hallways and restrooms and shall provide reasonable ingress and egress through the common hallway to the Premises. Lessor shall not be liable, under any circumstances for any loss of, or injury to, any property, however occurring, through or in connection with or incidental to the furnishing of any of the foregoing.

ARTICLE V - ASSIGNMENT, TRANSFER AND SUBLETTING

Lessee shall not sell, assign or transfer any rights or privileges granted by this Agreement nor sublet any part or all of the Premises without the prior written consent of the Lessor.

ARTICLE VI - CANCELLATION

Either party may cancel this Lease, upon thirty (30) days written notice to the non-cancelling party, for any reason, including in the event that a contract between the Lessee and an airline is terminated to the detriment of the Lessee.

In addition, this Agreement shall be subject to cancellation by Lessor in the event Lessee shall:

- A. Be in arrears in the payment of whole or any part of the amounts agreed upon herein for a period of ten (10) days after Lessor has notified Lessee in writing that the payment was not received when due; or
- B. Make any general assignment for the benefit of creditors; or
- C. Abandon the Premises; or default in the performance of any of the covenants, conditions or agreements required herein (except rental payments) to be kept and performed by Lessee and such 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 diligently perform such action as may be reasonably necessary to cure such default.

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

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

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

ARTICLE VII - INDEMNIFICATION AND INSURANCE

SECTION 7.01 INDEMNIFICATION.

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

SECTION 7.02 INSURANCE.

Prior to the execution of this Agreement, Lessee, at its sole cost and expense shall, provide proof of and shall maintain throughout the term of this Agreement, the types and amounts of insurance coverage listed below:

Comprehensive General Liability Insurance in an amount 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,

SECTION 7.03 WORKERS' COMPENSATION INSURANCE.

The Lessee shall procure and shall maintain during the life of this Agreement, Workers' Compensation Insurance as required by applicable Texas law for all of Lessee's employees to be engaged in work under this Agreement. Lessee shall provide the following endorsement:

"The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the City of El Paso, 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."

SECTION 7.04 AUTHORIZED INSURANCE COMPANIES.

All such policies of insurance shall be written by insurance companies authorized to do business in the State of Texas and shall be written by companies approved by Lessor. Certificates of insurance shall be delivered to Lessor at least ten (10) days prior to the effective date of the insurance policy for which the certificate is issued. Each such certificate 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; and (d) an agreement by the insurance company issuing such policy that the policy shall not be canceled without at least ten (10) days' prior written notice to Lessor.

ARTICLE VIII - SURRENDER OF POSSESSION

Upon the expiration or cancellation of this Agreement, Lessee's rights, privileges and use of all premises and facilities shall cease and Lessee shall forthwith surrender the same. Lessee shall restore the Premises to its original condition as of the beginning of occupancy, ordinary wear and tear, damage by the elements, fire, explosion or other causes entirely beyond Lessee's control excepted.

ARTICLE IX – FAA REGULATIONS

SECTION 10.01 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. Tenant 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, Tenant will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations set out in Federal Aviation Administration Order 1400.11, Appendix 4, as same may be amended from time to time (the "Acts and Regulations") such that no person

on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to the Lease, in the event of breach of any of the above nondiscrimination covenants, 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 easement had never been made or issued. [FAA Order 1400.11, Appendix C]

2. A. The Tenant 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 Tenant will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations.

B. With respect to the Lease, in the event of breach of any of the above nondiscrimination covenants, 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 easement had never been made or issued. [FAA Order 1400.11, Appendix D]

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by

expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). Grantee shall take reasonable steps to ensure that LEP persons have meaningful access to its programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination because of sex in education programs or activities (20 U.S.C. 1681 et seq).

B. In the event of breach of any of the covenants in this section 3, 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]

ARTICLE X - GENERAL PROVISIONS

SECTION 10.01 GENERAL CIVIL RIGHTS PROVISION.

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

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

SECTION 10.02 COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS.

During the performance of this contract, the Lessee, for itself, its assignees, and successors in interest (for purposes of this Section 10.02 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 10.02 hereinafter referred to as the "sponsor") or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as

the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

SECTION 10.03 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 Lessor, to insure that no person shall, on the grounds of race, creed, 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 Article. Lessee assures that it will require that its covered suborganizations (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 suborganizations (sublessees) to the same effect.

SECTION 10.04 NOTICES.

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

LESSOR: City Manager
City of El Paso
P.O. Box 1890
El Paso, Texas 79950-1890

COPY TO: Director of Aviation
El Paso International Airport
6701 Convair Road
El Paso, Texas 79925-1099

LESSEE: ABM Aviation
4151 Ashford-Dunwoody Rd, Suite 600
Atlanta, Georgia 30319
Attn: Jim Malone

With Copy to: ABM Aviation
4311 Fairway Drive
Granbury, TX 76049
Attn: Jim Malone, Senior Director of Operations

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. Either party may change the address to which notices shall thereafter be given upon five (5) days prior written notice to all other parties in the manner set forth in this Section.

SECTION 10.05 SUBORDINATION TO AGREEMENTS WITH U. S. GOVERNMENT.

This Agreement is subject and subordinate to the provisions of any agreements heretofore or hereafter made between Lessor and the United States relative to the operation or maintenance of the Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to Lessor for Airport purposes, or to the expenditure of federal funds for the improvement or development of the Airport, including the expenditure of federal funds for the development of the Airport in accordance with the provisions of the Federal Aviation Act of 1958, as amended from time to time.

SECTION 10.06 NONWAIVER OF RIGHTS.

The non-enforcement by either party of the breach of any term, covenant or condition herein stipulated shall never be construed to be a waiver of any other or succeeding breach of any term, covenant or condition herein imposed upon the other party, and the acceptance of payments of any amounts due or to become due hereunder in any other way or manner, or at any other time than herein provided, shall never be construed as a waiver of the right of Lessor of any of the provisions herein imposed upon Lessee.

SECTION 10.07 SEVERABILITY.

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

SECTION 10.08 HEADINGS.

The headings of the articles and sections of this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of any provisions of this Agreement and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

SECTION 10.09 ASSIGNMENT BY LESSOR OR OTHER SUCCESSOR IN INTEREST.

Lessor may assign or otherwise convey its interest, rights, duties and/or obligations hereunder to any airport authority or other successor in interest. Lessor, airport authority, or other successor in interest may assign, pledge, or take other appropriate action with respect to this Agreement and their rights and interests hereunder for any purpose.

SECTION 10.10 REDEVELOPMENT.

If this Agreement is terminated as provided herein as a result of physical changes associated with the development of the Airport, Lessee waives any and all rights to reimbursements, allowances,

loans, or other forms of payment for relocation, rental or any other costs which might apply to tenants in other locations who are required to relocate due to construction of public facilities.

SECTION 10.11 QUIET ENJOYMENT.

Lessor covenants and agrees that Lessee on paying the rentals, fees and charges herein provided for and observing and keeping all the covenants, conditions, and terms of this Agreement, shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this Agreement without hindrance or molestation by Lessor or any person claiming under Lessor.

SECTION 10.12 AGREEMENT SUBJECT TO COVENANTS IN DEED.

It is mutually agreed that this Agreement is made subject to the covenants, requirements, and restrictions contained in the Deed by which Lessor obtained title to Airport property from the Government of the United States.

SECTION 10.13 FORCE MAJEURE.

No party to this Agreement is responsible to the other party for nonperformance or delay in performance of the terms and conditions herein due to acts of God, acts of government, wars, riots, strikes, accidents in transportation, fuel or materials shortages, or other causes beyond the control of the parties.

SECTION 10.14 ENTIRE AGREEMENT.

This Agreement, together with all exhibits attached hereto, constitutes the entire agreement between the parties, and all other representations or statements heretofore made, verbal or written, are merged herein.

SECTION 10.15 TIME IS OF THE ESSENCE.

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

SECTION 10.16 ATTORNEY'S FEES.

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

SECTION 10.17 AGREEMENT MADE IN TEXAS.

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

SECTION 10.18 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.

SECTION 10.19 INTERPRETATION.

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

SECTION 10.20 AGREEMENT MADE IN WRITING.

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

SECTION 10.21 SUCCESSORS AND ASSIGNS.

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

SECTION 10.22 AUTHORIZATION TO ENTER AGREEMENT.

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

SECTION 10.23 EFFECTIVE DATE.

Regardless of date signed, this Agreement shall have the effective date indicated in the Term section of this Agreement.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

LESSOR'S SIGNATURE AND ACKNOWLEDGMENT

IN WITNESS WHEREOF, this Agreement has been approved as of the date first noted above.

LESSOR: CITY OF EL PASO


Tomás González
City Manager

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:



Sam 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 ("Lessor").

Notary Public, State of Texas

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

LESSEE'S SIGNATURE AND ACKNOWLEDGMENT

LESSEE:

ABM AVIATION, INC

James Malone

Printed Name; JAMES MALONE

Title: SENIOR DIRECTOR

Date: 11-11-21

ACKNOWLEDGMENT

THE STATE OF TX

COUNTY OF HOOD

This instrument was acknowledged before me on this 11th day of November, 2021,
by JAMES MALONE, as SENIOR DIRECTOR, of ABM Aviation, Inc. ("Lessee").

Ronald Dennison

Notary Public, State of TEXAS

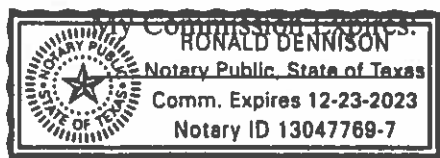
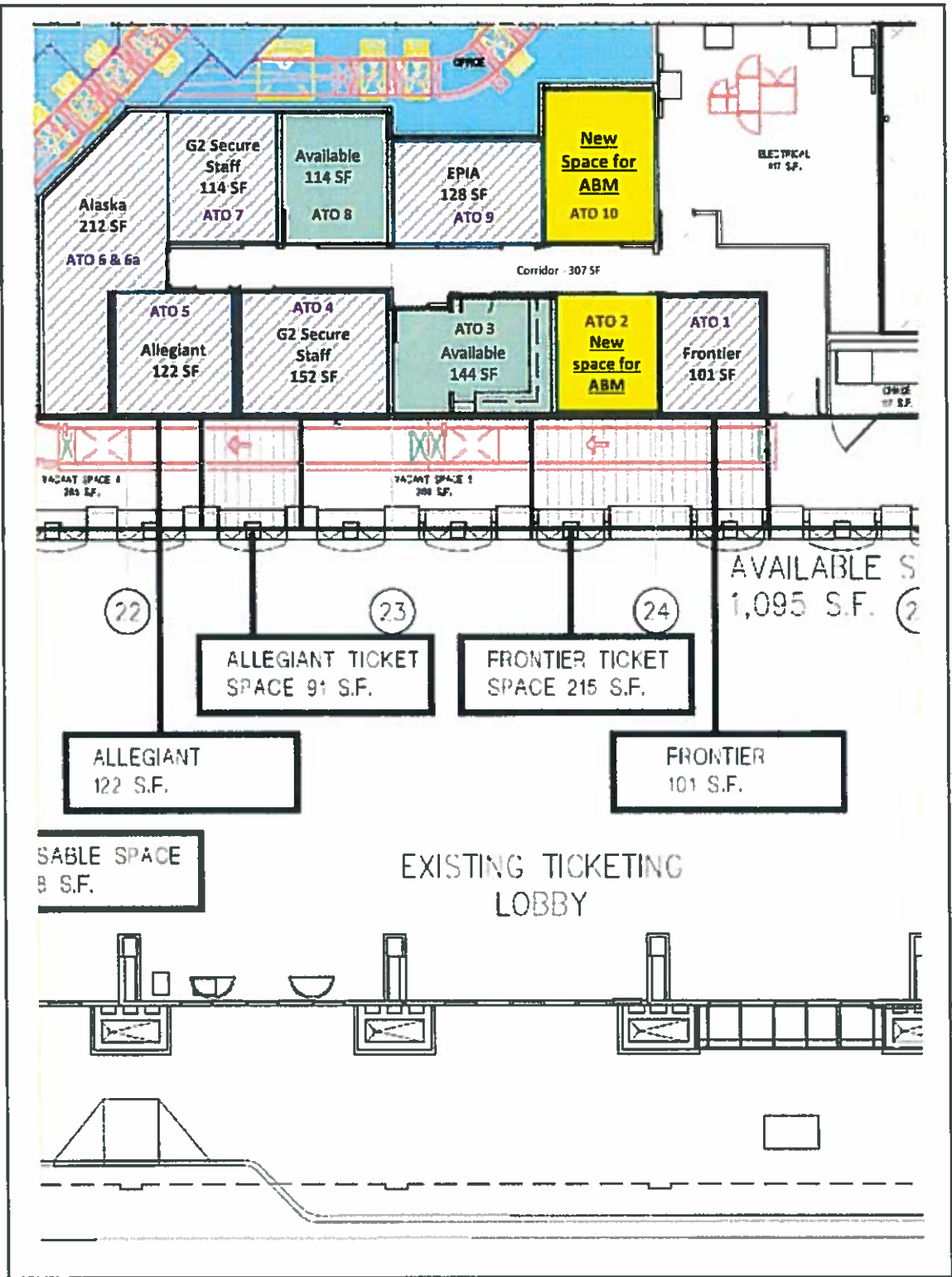


EXHIBIT "A"





Legislation Text

File #: 21-1318, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 2

Airport, Sam Rodriguez, (915) 212-7300

AGENDA LANGUAGE:

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

A Resolution to authorize the City Manager to sign an a Concession License Agreement between the City of El Paso ("City") and SWYFT ("Concessionaire") to allow Concessionaire to operate automated retail machines at the El Paso International Airport, with Concessionaire's payment to the City being the greater of an amount based on the square footage of the concession site or a percentage of the revenues derived from the automated retail machines, for a one year term, with an option to renew the Agreement for four additional one-year terms.

Term for this agreement shall be for one (1) year with the option to extend for four additional one-year terms. Total value of the concession site is \$5,450.00 annually at a rate of \$54.50 per square foot. Agreement includes a percentage rent calculated at 12% of gross revenue derived from the ARM (Automated Retail Machine) on consumer electronics and 9.5% on products other than electronics concepts.

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

DEPARTMENT: Aviation

AGENDA DATE: November 23, 2021

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

DISTRICT(S) AFFECTED: 2

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

SUBJECT:

Resolution to authorize the City Manager to sign an a Concession License Agreement between the City of El Paso ("City") and SWYFT ("Concessionaire") to allow Concessionaire to operate automated retail machines at the El Paso International Airport, with Concessionaire's payment to the City being the greater of an amount based on the square footage of the concession site or a percentage of the revenues derived from the automated retail machines, for a one year term, with an option to renew the Agreement for four additional one-year terms.

Term for this agreement shall be for one (1) year with the option to extend for four additional one-year terms. Total value of the concession site is \$5,450.00 annually at a rate of \$54.50 per square foot. Agreement includes a percentage rent calculated at 12% of gross revenue derived from the ARM on consumer electronics and 9.5% on products other than electronics concepts.

BACKGROUND / DISCUSSION:

The Department of Aviation is requesting approval of this item to allow SWYFT, Inc. to provide automated retail services at the El Paso International. SWYFT, Inc concessions will include an I-Store electronics and Benefits makeup Kiosk located in Concourse B.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A: This is an in-kind item

BOARD / COMMISSION ACTION:

N/A

DEPARTMENT HEAD:



Sam Rodriguez, PE, Director of Aviation

RESOLUTION

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

That the City Manager is authorized to sign a Concession License Agreement between the City of El Paso ("City") and SWYFT ("Concessionaire") to allow Concessionaire to operate automated retail machines at the El Paso International Airport, with Concessionaire's payment to the City being the greater of an amount based on the square footage of the concession site or a percentage of the revenues derived from the automated retail machines, for a one year term, with an option to renew the Agreement for four additional one-year terms.

APPROVED this ____ day of _____, 2021.

CITY OF EL PASO

Oscar Leaser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:



Samuel Rodriguez, P.E.
Director of Aviation

STATE OF TEXAS)
)
 COUNTY OF EL PASO) **EL PASO INTERNATIONAL AIRPORT
 CONCESSION LICENSE AGREEMENT
 (AUTOMATED RETAIL)**

This Concession License Agreement ("Agreement") is made this 23rd day of November, 2021 ("Effective Date") between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas ("City") and SWYFT, Inc. ("Concessionaire"). For the convenience of the parties, all defined terms appear in **bold print** when first defined.

WHEREAS, the City owns and operates the El Paso International Airport located in El Paso County, Texas ("**Airport**"); and

WHEREAS, Chapter 22 of the Texas Transportation Code authorizes municipal airports, as governmental entities, to assess charges, rentals or fees for the privilege of supplying goods, commodities, things, services or facilities at municipal airports; and

WHEREAS, Concessionaire is qualified to provide automated retail services at the Airport; and

WHEREAS, the City deems it advantageous to the City and the Airport to grant a Concession License to Concessionaire, subject to the covenants, promises, and terms contained herein;

NOW, THEREFORE, the parties agree as follows:

For, and in consideration of the mutual promises, covenants and conditions hereinafter set forth, the parties agree as follows:

ARTICLE I – PURPOSE OF LICENSE AGREEMENT

1.01 PURPOSE

The City grants to Concessionaire license and permission to occupy and use the areas described in this Agreement for the following purpose only: to provide automated retail services through placement of Concessionaire's automated retail machine ("**ARM**") in the permitted areas.

ARTICLE II – DESCRIPTION OF AR MACHINE AND LOCATION

2.01. DESCRIPTION OF ARM

Concessionaire's ARM sells and dispenses the following type of products or services: consumer electronics as an Apple reseller and Benefit Cosmetics from the following branded retailer: LVMH. For purposes of this Agreement, Concessionaire shall only sell products listed on the Products List attached as Exhibit "A".

2.02 LOCATION AND SIZE OF CONCESSION SITE

A. ARM shall be located in the following area of the Airport ("Concession Site"), which shall be of the following size:

- 1) Concession Site 1: I-Store is located in Concourse B at gate B1 consisting of 50 square feet.
- 2) Concession Site 2: Benefit Cosmetics in Concourse B at gate B2 consisting of 50 square feet.

B. The location(s) of the Concession Site is shown on the Airport terminal map, attached hereto as Exhibit "B" ("Concession Site(s)").

C. The total square footage of all Concession Sites is 100 square feet.

ARTICLE III - PRIVILEGES, USES AND RIGHTS

3.01 DESCRIPTION OF PRIVILEGES, USES AND RIGHTS

The City grants to Concessionaire the following privileges, uses, and rights, all of which shall be subject to the terms, conditions, and covenants set forth in this Agreement:

- A. The non-exclusive right, license and privilege to locate, maintain and operate its ARM in the Airport terminal building for the purpose of providing products for purchase by the public on behalf of a branded retailer, as described in Paragraph 2.01, above. Selling products not specified in this Agreement is a material breach of the Agreement. If Concessionaire offers products not in the scope of this Agreement, the Director of Aviation ("Director"), or designee, will notify Concessionaire in writing, and Concessionaire will have 24 hours to remedy the breach. Failure to remedy will result in the City's right to terminate this Agreement.
- B. The right, license, and privilege granted pursuant to Paragraph 3.01 (A), above, shall be subject to all applicable laws, ordinances, rules and regulations.
- C. The right of ingress to, and egress from, the Concession Site by Concessionaire, its officers, employees, agents, patrons, and invitees. Said rights shall be subject to such ordinances, rules and regulations relating to the use and operations at the Airport and subject further at all times, to the Director's approval and control.
- D. Concessionaire's employees working at the Airport Terminal will be provided vehicular parking facilities, if available, in common with other employees. Such facilities shall be located in an area designated by the Director. The Director reserves the right to assess a reasonable charge to Concessionaire or its employees for such parking facilities.

ARTICLE IV - CONDITIONS AND TERMS

4.01 CONDITIONS AND TERMS

This Agreement is entered into subject to the following conditions and terms:

- A. Concessionaire shall not alter Concession Site in any manner without the Director's prior written approval.
- B. Concessionaire's activities shall be limited to the operation and maintenance of the permitted ARM.
- C. Prior to placement of ARM at the Airport, Concessionaire shall coordinate with the Director, or designee, to ensure placement at the correct Concession Site.
- D. The Director, from time to time, may require Concessionaire to relocate its ARM to another location in or around the Airport terminal building. The Director will determine the location of any temporary Concession Site and provide Concessionaire written notice of any requirement that Concessionaire relocate its ARM. Such written notice from the Director shall include a reasonable deadline by which Concessionaire must complete the relocation. Concessionaire shall be responsible for relocating its ARM by the specified deadline. Should Concessionaire fail to relocate its ARM by the specified deadline, the Airport or a third party contracted by the Airport, may relocate the ARM and the Airport shall bill Concessionaire for the cost of relocating Concessionaire's ARM. The Airport shall not be responsible for any damage to the Concessionaire's ARM or Concessionaire's products that may result from the Airport relocating Concessionaire's ARM pursuant to this Paragraph 4.01 (D).
- E. Concessionaire's right to use public Airport facilities in common with other authorized parties shall be exercised only subject to, and in accordance with, the laws of the United States of America and the State of Texas; the rules and regulations promulgated under their authority with reference to aviation and air navigation; and all applicable rules, regulations and ordinances of City now in force or hereafter prescribed or promulgated by Charter authority or by law.
- F. Concessionaire shall provide a high-quality ARM that has up-to-date technology; is of recent, modern design; and is clean, fully operational, efficient, and user-friendly.
- G. Concessionaire will utilize only the roadways, pathways, routes, or forms of travel City may designate, from time to time, for Concessionaire's operation and movement on or about the Airport.
- H. Other than the ARM, Concessionaire may install or place improvements, decorations, fixtures, equipment, or supplies on the Concession Site only with Director's written approval. Any installation or placement of improvements, decorations, fixtures, equipment, or supplies on the Concession Site without Director's written approval shall be

considered a material breach of this Agreement, and City may terminate this agreement in accordance with the provisions set forth in Article X. Any installation or placement of improvements, decorations, fixtures, equipment, or supplies on the Concession Site shall be removed by Concessionaire within five (5) calendars of the termination of this Agreement. Should Concessionaire fail to remove any improvements, decorations, fixtures, equipment, or supplies on the Concession Site within five (5) calendar days of the termination of this Agreement, the Airport or a third party contracted by the Airport, may remove such items and the Airport shall bill Concessionaire for the cost of removal. The Airport shall not be responsible for any damage to the Concessionaire's property that may result from the Airport removing items pursuant to this Paragraph 4.01 (H).

- I. The Director must approve, in writing, any temporary signs or advertising on the Concession Site prior to placement by Concessionaire. Any placement of temporary signs or advertising on the Concession Site made without the Director's approval shall be considered a material breach of this Agreement, and City may terminate this agreement in accordance with the provisions set forth in Article X. Any temporary signs or advertising on the Concession Site shall be removed by Concessionaire within five (5) calendars of the termination of this Agreement. Should Concessionaire fail to remove temporary signs or advertising on the Concession Site within five (5) calendar days of the termination of this Agreement, the Airport or a third party contracted by the Airport, may remove such items and the Airport shall bill Concessionaire for the cost of removal. The Airport shall not be responsible for any damage to the Concessionaire's property that may result from the Airport removing items pursuant to this Paragraph 4.01 (I).

ARTICLE V – CITY AND CONCESSIONAIRE OBLIGATIONS AND WARRANTIES

5.01 CITY'S OBLIGATIONS

A. The City shall provide:

- (1) Customer access to the Concession Site, subject to any necessary, temporary interruptions that may occur from time to time.
- (2) Existing lighting, air conditioning, and electrical service at the Concession Site.

B. The City warrants:

- (1) Concession Site complies with the requirements of all applicable governmental authorities in effect as of the Effective Date. During the Term, City shall take appropriate and timely action to maintain the terminal in compliance with all applicable governmental regulations, including without limitation, the Americans with Disabilities Act, hereafter imposed by order of any governmental agency or any other authority, at its sole cost and expense and without reimbursement from Concessionaire; provided, however, that if any requirement is imposed solely as a result of the specific and unique use of the Concession Site by Concessionaire, then Concessionaire shall bear the cost of compliance.

- (2) All systems and equipment that are the responsibility of City are in good operating condition as of the Effective Date. If any of the existing systems or equipment that are the City's responsibility should fail during the Term, the City shall rectify such failure at its sole cost and expense, except for any failures caused by Concessionaire.

5.02 CONCESSIONAIRE'S OBLIGATIONS

A. Concessionaire shall provide:

- (1) Installation, operation, and regular maintenance of the ARM.
- (2) All equipment necessary to properly conduct Concessionaire's business.
- (3) A sufficient amount of merchandise stocked in the ARM to ensure that merchandise is available for customers. Fees or charges to customers must be reasonable, and not unjustly discriminatory, provided that Concessionaire is allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- (4) Installation of additional outlets or circuits or telecommunications equipment if necessary for proper functioning of the ARM, with the prior written approval of the Director, or designee.

B. Concessionaire warrants:

- (1) Concessionaire understands the restrictions imposed on City by 49 CFR Part 1540 and 1542 as amended and agrees to assume responsibility for compliance with said regulations as they relate to access and identification procedures on the Premises. Concessionaire recognizes that all persons in or on the Concession Site must comply with federal safety and security requirements and agrees that all employees shall, as a condition of being on the Concession Site, be badged by the Airport and that all other persons shall be escorted in accordance with Airport requirements. Concessionaire shall also require that all personnel of any subcontractor shall also be similarly badged and/or escorted.
- (2) Concessionaire understands that all of its agents, employees, or independent contractors must be authorized by City to enter restricted areas as defined in Title 14 of the El Paso City Code as amended. Concessionaire understands that no person authorized to enter a restricted area by virtue of this Agreement may permit any other person who is not otherwise authorized to enter a restricted area unless such person is, at all times while in the restricted area, in the company of an authorized person as required.

ARTICLE VI - SERVICES TO BE PERFORMED BY CONCESSIONAIRE

6.01 HOURS OF OPERATION.

The ARM will be available, operable and continuously open for business to the public seven (7) days a week, 24 hours per day.

6.02 TYPE OF OPERATION.

- A. Concessionaire shall ensure that service is available on a fair, reasonable and non-discriminatory basis to the public. Service shall be prompt, courteous and efficient and shall be adequate to meet the demands for service at the Airport.
- B. Concessionaire shall maintain and operate the ARM in a clean, functional, user-friendly, and up-to-date manner and shall keep the Concession Site in a safe, clean, and orderly condition at all times, satisfactory to the City.
- C. Concessionaire shall maintain any necessary licenses or permits at its sole expense.
- D. Concessionaire shall place a phone number on the ARM for customers to call for assistance should the ARM malfunction.
- E. Concessionaire shall obtain any necessary Airport badges for its employees if such badges are required to access secured areas in the Airport for purposes of installing, maintaining or stocking ARM.

6.03 COMPLIANCE WITH LAWS.

- A. Concessionaire agrees that all activities related to the Concession Site and the ARM shall be, at Concessionaire's sole expense, conducted 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 City or Concessionaire. By way of example and not in limitation of the foregoing, the execution of this Agreement shall not preclude the requirement that Concessionaire obtain all other approvals necessary for development of Concessionaire's project such as, but not limited to, all permits, franchises, licenses, certificates and other authorizations required by law and shall pay all special fees or charges legally levied or assessed.
- B. Concessionaire agrees to comply with the Americans with Disabilities Act; make or cause to be made all such alterations to the Concession Site, 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 use or occupation of the Concession Site.

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

6.04 SOLICITATION AND CONDUCT.

- A. Concessionaire shall prohibit its agents, attendants, and employees from engaging in the solicitation of its services on or about the Airport in a loud, boisterous, offensive or objectionable manner. In the event of questionable conduct in such solicitation, the Director, or designee, shall be sole judge in determining if said conduct is a violation of this paragraph. Upon receipt of notice from the Director, or designee, the Concessionaire shall immediately take all steps necessary to eliminate the undesirable condition.
- B. Concessionaire, its agents, attendants, and employees shall strive to maintain cooperative relationships with other companies engaged in business at the Airport. Concessionaire shall not engage in open public disputes, disagreements or conflicts that would tend to deteriorate the quality of the ARM service or that would be incompatible with the best interest of the public at the Airport. The Director, or designee, shall have the right, but not the requirement, to resolve all such disputes, disagreements or conflicts; and the Director's (or designee's) determination shall be binding upon Concessionaire.

6.05 TRASH, GARBAGE, REFUSE.

Concessionaire shall provide a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse caused as a result of the operation of its business. Any cardboard boxes must be removed from the Airport or may be disposed of in the Airport's recycling bin should Airport provide access.

6.06 COST OF CONCESSION.

Concessionaire shall bear, at its sole expense, all costs of operating the ARM at the Concession Site and shall pay, in addition to the rent, all other costs connected with the use of the Concession Site and facilities, including, but not limited to, maintenance, insurance, any and all taxes, and all permits and licenses required by law. Concessionaire shall have the right, however, at the Concessionaire's sole cost and expense, to contest the legality of any tax, levy or assessment but shall not allow disputed amounts to remain unpaid during such contest. Failure to pay any taxes or assessments in a timely manner may result in termination of this Agreement.

6.07 MAINTENANCE AND DAMAGE TO CITY PROPERTY.

- A. Concessionaire shall, at its sole cost and expense, maintain the Concession Site and every part thereof in good order and repair and in good and safe condition; repair all damages caused by its employees, patrons, customers or its operation of said service; and maintain

and repair all equipment on said Concession Site.

- B. Concessionaire understands and agrees that the Director, or designee, shall be the sole judge of the quality of maintenance of the Concession Site. If an ARM fails to operate or provide adequate service to the customers, upon written notice by the Director or designee to Concessionaire, Concessionaire shall be required to repair the ARM to working order. If said repair is not undertaken by Concessionaire within twenty-four (24) hours after receipt of written notice, the City will have the right to perform the necessary repair through an appropriate contractor, the cost of such repairs and maintenance shall be borne by Concessionaire.
- C. Concessionaire understands and agrees that, if Concessionaire, its agents, employees, or contractors causes any damage to Airport or City property, Concessionaire shall, at its own cost, repair all such damage without delay in a diligent and professional manner to the reasonable satisfaction of the Director or designee.

ARTICLE VII - TERM OF AGREEMENT

7.01 TERM AND OPTION TO RENEW.

- A. The term of this Agreement shall be one (1) year, commencing on the Effective Date, and terminating one year from the Effective Date ("Term"), unless terminated earlier in accordance with this Agreement or renewed pursuant to Paragraph 7.01 (B) below.
- B. Provided Concessionaire is not in default hereunder, Concessionaire has the option to renew the Agreement, for four (4) additional terms of one (1) year each, to commence at the end of the prior term of this Agreement. The renewal shall be upon the same terms and conditions as contained in this Agreement. Concessionaire's option to renew this Agreement is expressly conditioned upon 1) Concessionaire delivering to the Airport a written notice, provided by certified mail, return receipt requested, at least ninety (90) days prior to the date fixed for termination of the then existing Agreement term; and 2) the Airport providing written acceptance of Concessionaire's request for renewal of Agreement by the date fixed for the termination of the then existing Agreement term. Under no circumstances is the Airport required to agree to the renewal of the Agreement. Should both parties agree to a renewal of the Agreement for an additional one (1) year term, the MAG for the new term will be adjusted to equal the per square foot terminal rate as charged by the City as approved by City Council for its non-signatory agreements, as amended or revised from time to time. The adjustment to the MAG shall be done administratively, through written notice of Director when agreeing to renewal, and without the necessity of amending this Agreement.

7.02 NATIONAL EMERGENCY.

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

**ARTICLE VIII – CONCESSION FEE, MINIMUM ANNUAL GUARANTEE
AND PERCENTAGE FEES**

8.01 CONCESSION FEE.

Concessionaire agrees to pay either \$54.50 per square foot for the Concession Site per annum (the “Minimum Annual Guarantee” or “MAG”) or pay the Gross Revenues Percentage (“Percentage Rent”), whichever is greater. The amount that Concessionaire is required to pay, is the “Concession Fee”).

8.02 MINIMUM ANNUAL GUARANTEE

- A. The parties agree that the Concession Site contains 100 square feet of space. Therefore, the MAG is \$5,450.00 per year (\$54.50 per sq. ft. x 100 sq. ft.).
- B. The MAG shall be paid in equal monthly installments of \$454.17.
- C. Concessionaire shall pay the MAG monthly installment amount of \$454.17 on or before the 1st day of each month, in advance, without invoice. Because the MAG monthly installment amount is due on or before the 1st day of each month, Concessionaire’s initial MAG monthly installment amount is due prior to Concessionaire installing its ARM. Any portion of a month of operation will be pro-rated.
- D. The balance of the Concession Fee, if any, will be due along with the report for the immediately preceding month on the 20th day of each month. Whether there is a balance due, is dependent on the calculation of Percentage Rent for the month.
- E. For the initial month in the Term of this Agreement, Concessionaire shall pay only the MAG monthly installment amount and no report shall be due for the immediately preceding month.

8.03 PERCENTAGE RENT.

- A. Percentage Rent is calculated as follows:
 - Twelve percent (12%) of Gross Revenue derived from the ARM on consumer electronic concepts.
 - Nine and one half percent (9.5%) of Gross Revenue derived from the ARM on products other than consumer electronic concepts.
- B. The term “Gross Revenue” whenever used herein, shall mean the following:
 1. Gross Revenue is the total dollar amount derived or received by Concessionaire as the total price of merchandise and service as a result of its operation under this Agreement whether for cash or credit and whether collected or uncollectable.
 2. Concessionaire has the right to make credit sales, but solely bears the risk.

3. Gross Revenue excludes retail sales taxes, excise taxes or related direct taxes upon the consumer which are collected by Concessionaire as such and paid to the taxing entity.
- C. On the 20th day of each month, Concessionaire will submit to the City a statement of Gross Revenue derived from its operations at the Airport based on the Concessionaire's Gross Revenue for the previous month. (See Paragraph "E", below.) Such statement will be certified by an officer of Concessionaire as being correct and true. The statement will include a calculation of the Percentage Rent due the City. Concessionaire will remit, at the same time, its balance of Concession Fee due to the City. For example, if the Percentage Rent is greater than the monthly MAG amount, Concessionaire shall submit the difference between the Percentage Rent and the MAG, so that City receives, in total, the Percentage Rent amount for the month. If the Percentage Rent is less than the monthly MAG amount, Concessionaire is not obligated to pay any amount in addition to the MAG amount for that month.
 - D. The statements submitted must be submitted on forms which are approved by the City's designated representative. Any late payments of rent shall bear interest at the highest rate allowed by law.
 - E. In regards to the statement of Gross Revenue required pursuant to Paragraph "C", above, Concessionaire shall submit to the City a report showing all transactions resulting from the operation of the ARM, the amount of the Concession Fee, the amount owed to the City (the greater of the Rental Fee or one-twelfth of the Concessionaire's Minimum Annual Guarantee), and the amount Concession Fee remitted, from the operation of the ARM for the preceding calendar month. These reports shall be submitted on a form that is acceptable to the Director. The monthly report be submitted electronically, in Excel format or PDF format, to the following email address: ELPreports@elpasotexas.gov. Failure to comply with the reporting requirements as stated above will constitute an Event of Default under this Agreement by the Concessionaire.

8.04 ADMINISTRATIVE ADJUSTMENTS.

- A. If the Concession Site is expanded to include additional locations, the Minimum Annual Guarantee will be adjusted to include the additional square footage. The inclusion of additional locations and square footage to the Concession Site shall be done administratively, without the necessity of amending this Agreement, through written approval of the Director, wherein the adjusted square footage and Minimum Annual Guarantee shall be specified.
- B. The Director has the authority to administratively amend the type of products that Concessionaire is permitted to sell and dispense pursuant to Article II, above.

8.05 RECORDS OF CONCESSIONAIRE.

- A. For purposes of this Section 8.05, the term "**Contract Year**" means the twelve (12) month period during the term of the contract commencing on the Effective Date.

- B. With respect to business done by Concessionaire pursuant to this Agreement, Concessionaire shall keep true and accurate amounts, records, books, and data which shall show all sales made, and services performed for cash, credit, or otherwise, without regard to whether paid or not, and all transactions of Concessionaire.
- C. Concessionaire agrees to operate its business at the Airport in such a manner that a receipt, if applicable, shall be issued with each transaction, and to deliver these documents to the Airport within twenty (20) days and at no cost to the City after a request for the documents has been made by the Director. Concessionaire agrees to keep books and records, in accordance with generally accepted accounting practices, and such other records as the City may request. The receipts, if applicable, and all other books and records of Concessionaire, in paper form or in electronic form, as referenced in this Agreement, shall be available for inspection or audit by authorized City representatives at all reasonable times during business hours for a minimum of one (1) year after each Contract Year and a minimum of one (1) year after any holdover period, if any. If an audit is required, appropriate records will be maintained legally for a period of sixty (60) days after completion of the audit.
- D. Within ninety (90) days following the last day of each Contract Year of each Term of the Agreement, a statement showing Gross Revenues for the preceding Contract Year shall be submitted and certified from the Concessionaire's records by an officer of the corporation ("Annual Statement"). The Annual Statement shall be signed and notarized by an officer of the corporation as an accurate report of the Concessionaire's Gross Revenues for the preceding Contract Year. The Annual Statement is to be accompanied by the Concessionaire's payment covering any deficiency between payment made during the preceding Contract Year and the payment due for the Contract Year as identified in the Annual Statement certified by the certified public accountant. If the Annual Statement indicates that the amounts due to the City is less than the payments made for the preceding year, then the City will reimburse to the Concessionaire the excess amount without interest.
- E. If, after the submission of the Concessionaire's Annual Statement, the City has reasonable questions about the accuracy of the Annual Statement, the City shall have the right, at its sole option, to require Concessionaire to submit at Concessionaire's sole cost, a certified statement of Gross Revenues prepared by an independent certified public accountant acceptable to the City. "Independent" shall mean a certified public accountant who is not affiliated in fact or appearance in any manner with the Concessionaire, its parent company or any subsidiaries. Any failure of the City to request a certified statement of Gross Revenues by an independent certified public accountant in any Contract Year shall not operate to bar or destroy the right of the City to request such a certified statement in any subsequent Contract Year. The submission of such certified statement of Gross Revenues by the Concessionaire shall not be construed to limit the City's right to request audits as set forth in this Agreement. The Concessionaire, at its own expense, shall supply all records in a type, style and form satisfactory to the Director of Aviation. The Concessionaire shall maintain monthly statements of Gross Revenues for a minimum of one (1) year at a place of business accessible to the City in El Paso, Texas. The Concessionaire shall maintain annual statements of Gross Revenues, as required hereunder,

at its principal place of business, for a minimum of five (5) years, and shall forward same to the City during that time, if requested by the City. The Concessionaire shall maintain monthly statements, as required hereunder, for a minimum of one (1) year at a place of business accessible to the City. The Concessionaire shall also maintain annual statements, as required hereunder, for a minimum of five (5) years at a place of business accessible to the City.

8.06 AUDIT.

- A. For the purpose of determining accuracy of reporting Gross Revenues, the City may make a spot test audit and base its findings for the entire period upon such spot test; provided however, that such a spot test shall include at least twenty-five percent (25%) of the total time of the period being audited.
- B. Concessionaire further grants to the City or its designee the right, upon ten (10) days' written notice to Concessionaire, to examine, audit, or inspect books, records, and accounts of Concessionaire pertinent to the purpose of verifying the accuracy of the reports and statements furnished to the City, and for checking the amount of rental or other payments lawfully due the City under the terms of this Agreement. Upon receipt of the written notice, Concessionaire shall bring to a place in El Paso which has been selected by the City all books and records, together with all appropriate backup documentation, necessary for the City to effectively monitor the appropriateness of all rental and other fees paid or to-be-paid by Concessionaire under this Agreement. If, following any such audit, any element of rental or fees changes by more than five percent (5%), all costs of such audit, including counsel, accounting or expert fees, shall be paid by Concessionaire to the City within thirty (30) days of the City submitting a bill to Concessionaire. Otherwise, the cost of the audit will be borne by the City.
- C. Failure of the City to exercise its right to audit Concessionaire, as set forth herein, shall in no way be construed as a waiver of any right to payment by the City of any rental or fees due the City under the terms of this Agreement, and the City hereby expressly reserves its rights under common or statutory law, or otherwise, to enforce all terms of this Agreement, including any right to payment hereunder.

8.07 INTEREST.

Without waiving any other right of action available to the City, any installment of rent, fees, or other monies accruing under the provisions of this Agreement that are not paid by the due date, shall bear interest at the maximum rate allowed by law from the date when same was due by the terms hereof, until the same has been paid by Concessionaire.

8.08 PLACE OF PAYMENT.

All rent payments required herein shall be paid to the City at the following address:

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

Payment via electronic funds transfer is encouraged provided that it is made through a system approved by the Director.

8.09 DEFAULT FOR FAILURE TO PAY RENT, FEES OR CHARGES.

Concessionaire's failure to pay any part of the rental, fees, or charges agreed upon hereunder within thirty (30) days after the due date set forth herein shall be considered an event of default. If Concessionaire is in default for failure to pay amounts due in a timely manner, the City shall have the right to proceed with a contractual lien pursuant to Paragraph 8.10, below, without further notice to Concessionaire or opportunity to cure.

8.10 CONTRACTUAL LIEN.

- A. It is expressly agreed that in the event of default for failure to pay rent or any other sum due from Concessionaire to City under the terms of this Agreement, City shall have the right to resume possession of the Concession Site and to remove Concessionaire's ARM, without being guilty of any manner of trespass or conversion and without prejudice to any other remedies, which might be used by the City.
- B. It is expressly agreed that in the event of default in the payment of rent or any other sum due from Concessionaire to City under the terms of this Agreement, City shall have a lien upon all goods, chattels, personal property or equipment, save and except delivery vehicles or rolling stock belonging to Concessionaire which are placed in, or become a part of, the Concession Site, as security for rent due and to become due for the remainder of the Agreement 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 Concessionaire grants to City a security interest in all of Concessionaire's personal property placed in or on the Concession Site 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 or its successor agency, and any other laws pertaining thereto and the Railroad Commission of the State of Texas. City agrees that it 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 Concessionaire, or any assignee of the Concessionaire. In the event City exercises the option to terminate the leasehold as provided herein, the City, after providing reasonable notice to Concessionaire of its intent to take possession and giving an opportunity to cure the default, may take possession of all of Concessionaire's property on the Premises and sell it at public or private sale after giving Concessionaire 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 City deems best. The proceeds of the sale shall be applied first to the necessary proper expense of removing, storing and selling such property, then to the

payment of any rent due or to become due under this Agreement, with the balance, if any, to be paid to Concessionaire.

ARTICLE IX - INSURANCE AND INDEMNIFICATION

9.01 LIABILITY INSURANCE.

- A. Concessionaire, and any contractor or subcontractor that performs any service on behalf of Concessionaire under the terms of this Agreement, shall obtain, provide proof of, and maintain for the Term of this Agreement, the following:
 1. Commercial General Liability Insurance for the benefit of City and Concessionaire, as their respective interests may appear, including all the usual coverage known as: (a) Premises/operations liability, (b) Products/completed operations, and (c) Personal/advertising injury for minimum limits of Two Million Dollars (\$2,000,000.00) for bodily injury to one person for each occurrence, and One Million Dollars for property damage arising out of each occurrence, or in amounts equal to the maximum liability for damages for municipalities for claims arising under governmental functions, provided for under the Texas Tort Claims Act, whichever is greater.
 2. Commercial Automobile Liability with Minimum Limits of \$1,000,000 Bodily Injury/\$500,000 Property Damage Liability per occurrence.
 3. Statutory Workers' Compensation Insurance and Employers Liability Insurance with Minimum Limits of \$1,000,000 per occurrence.
- B. City, its officials, employees, agents and contractors shall be named as an Additional Insured on all insurance policies, either in the policy itself and shall be reflected on the certificate of insurance or through an endorsement attached to the policy and the policies must contain a "blanket waiver of subrogation" clause in favor of the City.
- C. Concessionaire and their subcontractors' insurance coverage shall be primary insurance with respect to the City, its officials, employees, agents and contractors. Any insurance or self-insurance maintained by the City, its officials, employees, agents and contractors shall be in excess of the Concessionaire's or Concessionaire's subcontractors' insurance and shall not contribute to the Concessionaire's or Concessionaire's subcontractor's insurance.
- D. All policies shall provide either in the policy itself and have 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 fifteen (15) calendar days prior written notice to the City or ten (10) calendar days prior written notice for non-payment of insurance policy premiums. All such policies of insurance shall be written by insurance companies authorized to do business in the State of Texas and shall be written by companies approved by City.

- E. Prior to undertaking any work under this Agreement, the Concessionaire, at no expense to the City, shall furnish to the City a certificate of insurance with original endorsements affecting coverage for each of the insurance policies provided in this Agreement. Any deductibles or self-insured retentions shall be declared to, and approved by the City.

9.02 INDEMNIFICATION.

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

ARTICLE X - TERMINATION OF AGREEMENT, CANCELLATION, ASSIGNMENT AND TRANSFER

10.01 TERMINATION.

- A. This Agreement shall terminate at the expiration of the Term, or sooner as provided in this Agreement, and Concessionaire shall thereafter have no further interest or right in the Concession Site.

10.02 CANCELLATION BY CITY.

- A. This Agreement shall be subject to cancellation by the City in the event Concessionaire:
1. Is in arrears in the payment of the whole or any part of the amounts agreed upon hereunder for a period of thirty (30) days from the date said payments are due.
 2. Files a petition in bankruptcy or insolvency.

3. Makes an assignment of any interest in this Agreement for the benefit of creditors.
4. Is adjudged as bankrupt in involuntary bankruptcy proceedings.
5. Is made a party to a receivership proceeding in which a receiver or trustee is appointed for the property or affairs of the Concessionaire.
6. Abandons the Concession Site for ten (10) days.
7. Fails to perform or keep any term, covenant, or condition required of Concessionaire pursuant to this Agreement (except rental payments); and such failure continues for a period of twenty (20) calendar days after receipt of written notice from the City of said failure.
8. Violates any applicable laws, statutes or ordinances.

B. In any of the aforesaid events, the City may immediately cancel this Agreement and take immediate possession of the Concession Site and remove Concessionaire's effects forcibly, if necessary, without being deemed guilty of trespassing and Concessionaire shall cease all operation at the Airport immediately.

C. The City's failure to declare this Agreement terminated pursuant to this Paragraph 10.02 shall not operate to bar or destroy the right of City to cancel this Agreement for any subsequent violation of the terms of this Agreement.

10.03 ASSIGNMENT AND TRANSFER.

Concessionaire shall not transfer, or sublease its rights granted hereunder without the prior written approval of the City. No sub-concession agreements shall be permitted.

ARTICLE XI - REDELIVERY

11.01 REDELIVERY

Concessionaire shall make no unlawful or offensive use of the Concession Site and will at the expiration of the Term or upon any sooner termination, without notice, quit and deliver up said Concession Site to the City peaceably, quietly and in as good order and condition, reasonable use and wear excepted, as the same now are or may hereafter be improved by Concessionaire or the City.

ARTICLE XII - GENERAL PROVISIONS

12.01 TIME IS OF THE ESSENCE.

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

12.02 NOTICES.

All notices required to be given under this Agreement shall be given by certified or registered mail, return receipt requested, postage fully prepaid, or by overnight or express carrier with proof of delivery, addressed to the proper party at the following addresses:

CITY:	City Clerk City of El Paso P.O. Box 1890 El Paso, Texas 79950-1890
COPY TO:	El Paso International Airport Attn: Director of Aviation 6701 Convair Road El Paso, Texas 79925-1099
CONCESSIONAIRE:	SWYFT, Inc. 140 Geary St., 7 th Floor San Francisco, CA 94108

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.

12.03 ATTORNEY'S FEES.

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

12.04 AGREEMENT MADE IN TEXAS.

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

12.05 GENERAL CIVIL RIGHTS PROVISION.

Concessionaire 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 Concessionaire transfers its obligation to another, the transferee is obligated in the same manner as the transferor. This provision obligates the Concessionaire for the period during which the property is used or possessed by the Concessionaire 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.

12.06 COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS.

During the performance of this contract, Concessionaire, for itself, its assignees, and successors in interest (for purposes of this Section 12.06 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 City 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.

12.07 AFFIRMATIVE ACTION.

Concessionaire 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. Concessionaire assures that it will require that its covered sub-organizations (subconcessionaires) provide assurances to City, as set forth herein, that they similarly will undertake affirmative action programs, and that they will require assurance from their sub-organizations (subconcessionaires) to the same effect.

12.08 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 (except as Concessionaire is mandated by security requirements imposed by Concessionaire's federal government customers):

- 1. A. Concessionaire 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 License 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, Concessionaire will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations set out in Federal Aviation Administration Order 1400.11, Appendix 4, as same may be amended from time to time (the "Acts and Regulations") such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

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

2. A. Concessionaire 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 Concessionaire will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations.

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

3. A. During the Term of this License, Concessionaire for itself, its successors in interest, and assigns, as a part of the consideration hereof, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
 - Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 - 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
 - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 - The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures 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). Grantee shall take reasonable steps to ensure that LEP persons have meaningful access to its programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination because of sex in education programs or activities (20 U.S.C. 1681 et seq).

B. In the event of breach of any of the covenants in this section 3, City 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]

12.09 CUMULATIVE RIGHTS AND REMEDIES.

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

12.10 INTERPRETATION.

A. City and Concessionaire agree that this License has been freely negotiated by both parties and that in any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this License or any of its terms or conclusion there shall be no inference,

presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this License or any portion thereof.

B. Words of gender used in this Agreement shall be held and construed to include any other gender.

C. Words in the singular shall be held to include the plural and vice versa unless the context otherwise requires.

12.11 AGREEMENT MADE IN WRITING.

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

12.12 PARAGRAPH HEADINGS.

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

12.13 SEVERABILITY.

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

12.14 SUCCESSORS AND ASSIGNS.

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

12.15 TAXES AND OTHER CHARGES.

Concessionaire shall pay any and all taxes and governmental charges of any kind whatsoever that may be lawfully assessed against Concessionaire or City, with respect to the Concession Site, any improvements, equipment, personal property or inventory thereon or Concessionaire's use and/or occupancy of the Concession Site, during the term of this Agreement including any extensions or option periods granted thereto. City is a tax-exempt governmental entity and shall not be responsible for any taxes or assessments arising from Concessionaire's use of the property or possession of the Concession Site. Concessionaire in good faith may contest any tax or governmental charge; provided that Concessionaire may not permit such tax or governmental charge to remain unpaid during the period of such contest and any appeal therefrom.

12.16 WAIVER OF WARRANTY OF SUITABILITY.

CITY DISCLAIMS ANY WARRANTY OF SUITABILITY THAT MAY ARISE BY OPERATION OF LAW. EXCEPT AS OTHERWISE PROVIDED IN THIS LICENSE, CONCESSIONAIRE LICENSES THE CONCESSION SITE "AS-IS" AND CITY DOES NOT WARRANT THAT THERE ARE NO LATENT DEFECTS THAT ARE VITAL TO CONCESSIONAIRE'S USE OF THE CONCESSION SITE FOR THEIR INTENDED COMMERCIAL PURPOSE.

12.17 SURVIVAL OF CERTAIN PROVISIONS.

All provisions of this Agreement which expressly or impliedly contemplate or require performance after the expiration or termination of this Agreement hereunder shall survive such expiration or termination of this Agreement.

12.18 SUBORDINATION OF AGREEMENT.

All rights granted in this Agreement shall be subordinate to the rights in any deed from the United States to the City of El Paso. This License shall further be subordinate to the provisions of any existing or future agreements between City 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 Concession Site, Concessionaire may cancel this Agreement in its entirety.

12.19 FORCE MAJEURE.

Neither party to this Agreement is responsible to the other party for non-performance or delay in performance of the terms and conditions herein due to acts of God, acts of government, wars, riots, strikes, accidents in transportation, fuel or materials shortages, or other causes beyond the control of the parties.

12.20 AUTHORIZATION TO ENTER AGREEMENT.

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

(Signatures begin on the following page)

CITY'S SIGNATURE PAGE

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

CITY OF EL PASO:

Tomás González
City Manager

APPROVED AS TO FORM:

Leslie B. Jean-Pierre
Assistant City Attorney

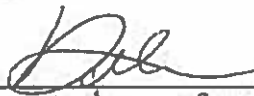
APPROVED AS TO CONTENT:

Samuel Rodriguez, P.E.
Director of Aviation

(Signatures continue on the following page)

CONCESSIONAIRE'S SIGNATURE AND ACKNOWLEDGMENT

SWYFT, INC.

Signature: 
 Printed Name: LINCOLN SMITH
 Title: PRESIDENT

ACKNOWLEDGMENT

THE STATE OF Arizona)
)
 COUNTY OF Coconino)

This instrument was acknowledged before me on this 10th day of NOVEMBER, 2021
 by LINCOLN SMITH, as PRESIDENT
 of SWYFT, Inc. (Concessionaire).


 Notary Public, State of Arizona

My Commission Expires:

November 11, 2024

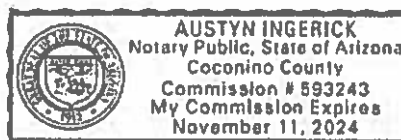


EXHIBIT A
PERMITTED PRODUCTS LIST

EXHIBIT "A"

Price List For Benefit

Effective Date : 2021-08-24 21:39:00			
Products : Benefit 13 9A			
\$SKU	UPC	Product Name	List Price (\$) Default
BM104	6 02004E+11	2018 Goof Proof Brow Pencil Mini Shade 01	\$14.00
BM112	6 02004E+11	Precisely, My Brow Pencil Mini Shade 2	\$14.00
BM121	6 02004E+11	2018 Ka Brow Mini Shade Extensions - Shade 05	\$14.00
BM13	6 02004E+11	Goof Proof 2	\$24.00
BM14	6 02004E+11	Goof Proof 3	\$24.00
BM15	6 02004E+11	Goof Proof 4	\$24.00
BM154	6 02004E+11	Gimme Brow + Shade 01 Mini	\$14.00
BM155	6 02004E+11	Gimme Brow + Shade 03 Mini	\$14.00
BM156	6 02004E+11	Gimme Brow + Shade 05 Mini	\$14.00
BM16	6 02004E+11	Goof Proof 5	\$24.00
BM21	6 02004E+11	Precisely, My Brow 3	\$24.00
BM22	6 02004E+11	Precisely Full Size - Shade 4	\$24.00
BM23	6 02004E+11	Precisely, My Brow 5	\$24.00
BM58	6 02004E+11	Goof Proof 3 Mini	\$14.00
BM63	6 02004E+11	Ka-Brow Mini for Sale - Shade 03	\$14.00
BM65	6 02004E+11	Precisely, My Brow Pencil Mini for Sale - Shade 03	\$14.00
BM66	6 02004E+11	24 hour brow setter	\$24.00
BM76	6 02004E+11	Precisely, My Brow Pencil Mini Shade 5	\$14.00
BM77	6 02004E+11	2018 Goof Proof Brow Pencil Mini Shade 05	\$14.00
BM93	6 02004E+11	Precisely Full Size - Shade 3 5	\$24.00
EC12	6 02004E+11	Gimme Brow Plus 4	\$24.00
EC15	6 02004E+11	Gimme Brow Plus 1	\$24.00
EC16	6 02004E+11	Gimme Brow Plus 3	\$24.00
EC17	6 02004E+11	Gimme Brow Plus 5	\$24.00
EM01	6 02004E+11	Roller Lash	\$26.00
EM02	6 02004E+11	Roller Lash Mini EM MASC	\$13.00
EM09	6 02004E+11	They're Real! Liner Mini	\$12.00
EM26	6 02004E+11	They're Real Tinted Primer MINI	\$13.00
EM43	6 02004E+11	Badgal Bang! Mascara	\$26.00
EM44	6 02004E+11	Badgal Bang! Mini	\$13.00
EM46	6 02004E+11	Roller Liner Mini - Black	\$12.00
EM47	6 02004E+11	Roller Liner - Black	\$22.00
EM53	6 02004E+11	BADgal BANG Pencil - Black	\$22.00
FM04	6 02004E+11	the POREfessional deluxe mini	\$13.00
FM108	6 02004E+11	Dandelion Twinkle Mini for sale	\$17.00
FM122	6 02004E+11	California BOP Mini - NEW	\$17.00
FM123	6 02004E+11	3 piece b right	\$15.00
FM158	6 02004E+11	Hello Happy Velvet Powder Foundation - Shade 02	\$30.00
FM159	6 02004E+11	Hello Happy Velvet Powder Foundation - Shade 03	\$30.00
FM161	6 02004E+11	Hello Happy Velvet Powder Foundation - Shade 05	\$30.00
FM173	6 02004E+11	Benetint Repackaged	\$18.00
FM176US	6 02004E+11	Hello Happy Flawless Liquid Foundation Mini - 3	\$15.00
FM177US	6 02004E+11	Hello Happy Flawless Liquid Foundation Mini - 4	\$15.00
FM179US	6 02004E+11	Hello Happy Flawless Liquid Foundation Mini - 6	\$15.00
FM215	6 02004E+11	Boi-ing Cakeless Concealer Shade 02 Mini	\$13.00
FM216	6 02004E+11	Boi-ing Cakeless Concealer Shade 05 Mini	\$13.00
FM217	6 02004E+11	Boi-ing Cakeless Concealer Shade 06 Mini	\$13.00
FM32	6 02004E+11	Hoola BOP Mini For Sale	\$17.00
FM33	6 02004E+11	Dandelion Mini	\$17.00
FM45	6 02004E+11	Matte Rescue Mini	\$13.00
FM59	6 02004E+11	Boi-ing Industrial Strength Concealer - Light	\$22.00
FM60	6 02004E+11	Boi-ing Industrial Strength Concealer - Medium	\$22.00
FM87	6 02004E+11	BOP Gold Rush Mini	\$17.00
FM88	6 02004E+11	POREfessional Plus (Pearl Primer) Mini for Sale	\$13.00
GU103		Feathered Brow - Med	\$38.00
GU104		Feathered Brow - Deep	\$38.00
GU131		Natural Med	\$38.00
GU132		Natural Light	\$38.00
GU133		Natural Light/Med	\$38.00
GU134		Natural Deep	\$38.00
GU136		Natural and Full Brow - Medium	\$38.00
GU137		Natural and Full Brow - Deep	\$38.00
GU139		Natural and Full Brow - Deep Brown	\$38.00
GU140		Feathered Brow - Medium Brown	\$38.00
GU141		Feathered Brow - Deep Brown	\$38.00
GU142		Glam Up & Away Kit	\$32.00
IB132	6 02004E+11	BadGal Mascara Mini	\$11.00
IB184	6 02004E+11	the POREfessional	\$32.00
IB202	6 02004E+11	They're Real	\$26.00
IB203	6 02004E+11	watt's up!	\$30.00
IB222	6 02004E+11	they're real! mascara deluxe mini	\$13.00
IB74	6 02004E+11	hoola	\$30.00
IB92	6 02004E+11	BadGal Mascara	\$26.00
LM611	6 02004E+11	Benebalm	\$18.00
LM636	6 02004E+11	They're Real Big Sexy Lip Kit	\$29.00
LM641	6 02004E+11	Punch Pop Liquid Lip Color Bubblegum LM	\$18.00
TOA176	6 02004E+11	Varsity Bag	\$13.00
TOA190	6 02004E+11	NEW Luggage Tag	\$13.00
TR44	6 02004E+11	TR Mini Cheek Palette	\$36.00
TT574	6 02004E+11	2018 Porefessional Starter Set	\$19.00
TT577	6 02004E+11	Grab & Go Highlight & Contour Set	\$11.00
TT588	6 02004E+11	Tint Faves & Craves	\$26.00
TT619	6 02004E+11	2018 Brow Starter Set - Shade 03	\$24.00
TT622	6 02004E+11	Pretty Times Roll Palette	\$24.00
TT636	6 02004E+11	Brow-Raising Lineup! (Mini set)	\$24.00
TT658	6 02004E+11	2019 Tint Starter Set	\$20.00
TT671	6 02004E+11	Lash Leaders	\$22.00
TT672	6 02004E+11	The Cheekettes - Mini Bronize Squad	\$30.00
TT673	6 02004E+11	2019 Bad Gal Bang Mascara Booster set	\$25.00
TT682	6 02004E+11	West Coast Wonders 2019 Take Me Away to Paradise	\$27.00

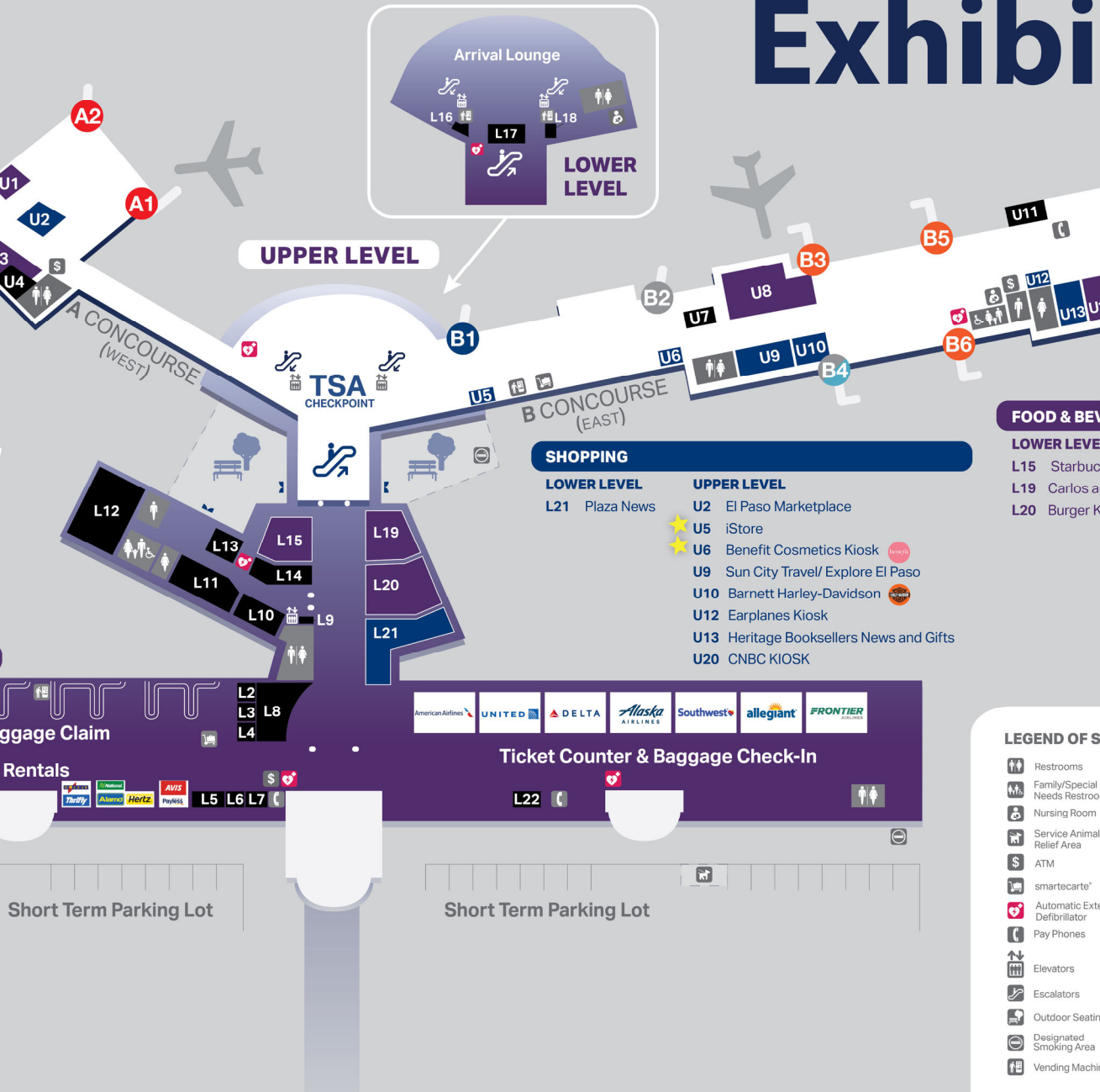
EXHIBIT "A"

Price List For iStore Swyt		Effective Date :	2021-08-24 13:58:00.0	
Products :		iStore R1 2.1.1 - Apple		
SKU	UPC	Product Name	List Price (\$)	Default
13849	633755138492	Naztech Elite USB-C Charge & Sync Cable, Black	29.99	
14592	633755145926	HyperGear Pocket Boost 5200mAh Portable Battery	29.99	
14668	633755146688	HyperGear ChargePad Pro Wireless Fast Charger 15W	39.99	
15167	633755151675	HyperGear 10000mAh Dual USB+USB-C Power Bank LED	49.99	
15178	633755151781	Naztech Braided 3-in-1 Hybrid USB Cable, Silver	34.99	
1661	811613033572	Happy Plugs Air1 Plus In-Ear Headphones, Black	99.99	
1663	811613033596	Happy Plugs Air1 Plus In-Ear Headphones, Pink Gold	99.99	
70034/BL	822279016595	My Tagalongs Earbud Case, Black	11.99	
70038/Rose	822279005551	My Tagalongs Earbud Case, Vixen Pink	11.99	
800470	842978135083	PopSockets PopGrip Phone Stand, Black	12.99	
801914	842978157993	PopSockets PopGrip Mirror, Pink Blossom	19.99	
801938 PW+	842978158082	PopSockets PopWallet+, Blush Pink	24.99	
99MO022146	810648018554	Moshi ProGeo USB-C Laptop Charger 65 W (US), White	74.99	
99MO035246	888112000817	Moshi Mythro C USB Type-C In-Ear, Gunmetal Grey	49.99	
99MO084214	810648018547	Moshi USB-C to Dual USB-A Adapter, Space Grey	24.99	
99MO084249	888112001661	Moshi USB-C Digital Audio Adapter with Charging	39.99	
99MO123031	888112003436	Moshi Pebbo AirPods Case, Black	29.99	
99MO123032	888112003443	Moshi Pebbo Case AirPods Pro, Black	29.99	
99MO123161	888112003481	Moshi Pebbo AirPods Case, Beige	29.99	
BEATSPRONAVY	190199096998	Beats Powerbeats Pro Totally Wireless In-ear Navy	249.99	
BTT-SP	033991076617	Scosche FlyTunes Wireless Audio Transmitter, Black	39.99	
EBJBUDSAIREXECR	812887018623	Lab JBuds Air Executive True Wireless, Black	79.99	
EBJBUDSAIRICONR	812887018647	Lab ICON True Wireless Earbuds + Charging Case	59.99	
EBJBUDSAIRSPRTR	812887018630	Lab JBuds Air Sport True Wireless, Black	69.99	
GS-2IN166XU3V3	804272752533	Gigastone 128GB Memory Card	32.99	
IST-20006	776704098918	iStore ClassicFit Earbuds w/Mic 3.5mm, Matte White	21.99	
IST-20007	776704098864	iStore ClassicFit Earbuds w/Mic 3.5mm, Matte Black	21.99	
IST-20014	776704098987	iStore Power Cube Duo 24W 2 Ports, Foldable Prongs	24.99	

IST-20017	776704099007	Store Headphones Splitter, Black	17.99
IST-20104	633755143656	Store Metallic Earbuds, Silver	21.99
IST-20106	633755143670	Store Metallic Earbuds, Rose Gold	21.99
IST-20114	776704099113	Store Lightning Charge Cable, (1.6 ft.), White	21.99
IST-20115	776704099120	Store Lightning Charge Cable, (3.3 ft.), White	24.99
IST-20116	776704099137	Store Lightning Charge Cable, (6.6 ft.), White	29.99
IST-20118	776704099168	Store Charge Set 5w Cube & Twin USB-C & Micro-USB	29.99
IST-20124	633755149931	Store Lightning Audio Adapter MFi Rugged, Silver	19.99
IST-20142	776704099397	Store Classic Fit Lightning Earbuds w/Mic, Matte	39.99
IST-20143	776704099403	Store Classic Fit Lightning Earbuds w/Mic, Dusty	39.99
IST-20145	776704099427	Store USB-C to Lightning Cable 1m, White	29.99
MDRX110NC/B	027242879362	Sony ZX110NC Noise-Canceling Over-Ear Headphones	49.99
MMTN2AM/A	190198001696	Apple EarPods Lightning, White	38.99
MMX62AM/A	190198001757	Apple Lightning to 3.5 mm Headphone Jack Adapter	14.99
MRJ62LL/A	190198723352	Beats Solo Pro Wireless On-Ear ANC, Black	299.99
MUF72AM/A	190198914460	Apple USB-C Charge Cable, (3.3 ft.) (1 m)	29.99
MV7N2AM/A	190199098428	Apple AirPods (2nd Gen), White	179.99
MWNV2LL/A	190199246225	Beats Powerbeats 2020 Wireless In-ear, Black	149.99
MWP22AM/A	190199246850	Apple AirPods Pro, Wireless Case, White	299.99
MXE2AM/A	190199291027	Apple Watch Magnetic Charging Cable, (3.3 ft.)	38.99
MXLY2AM/A	190199534827	Apple Lightning to USB Cable, (3.3 ft.) (1 m)	29.99
MY582LL/A	190199096950	Beats Powerbeats Pro Totally Wireless In-ear Black	249.99
WH1000XM4/B	027242919419	Sony 1000XM4 Wireless Noise Cancelling OverEar (B)	349.99
WH1000XM4/S	027242919426	Sony 1000XM4 Wireless Noise Cancelling OverEar (S)	349.99
WHCH510/B	027242916692	Sony CH510 Wireless Headphones On-Ear, Black	59.99
WHCH710N/B	027242918948	Sony CH710N Wireless Noise Canceling Over Ear	199.99
WIXB400/B	027242916630	Sony WIXB400 Wireless In-Ear Headphones, Black	59.99

EXHIBIT B**CONCESSION SITE(S)**

Exhibi





Legislation Text

File #: 21-1336, **Version:** 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Airport, Sam Rodriguez, (915) 212-1401

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

AGENDA LANGUAGE:

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

The linkage to the Strategic Plan is subsection 1.4 - Grow the core business of air transportation.

Award Summary:

That the City Manager be authorized to sign the Consent to Assignment of Contract No. 2015-002R Vehicle Rental Concessionaire by and between the City of El Paso, Budget Rent a Car Of El Paso, Inc. D/B/A Budget Rent a Car of El Paso ("Assignor") and Budget Rent a Car System, Inc. ("Assignee").

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

AGENDA DATE: November 23, 2021

PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Sam Rodriguez, Chief Operations and Transportation Officer, Aviation Director
and City Engineer, (915) 212-1845

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

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Strategic Goal No. 1: Cultivate an Environment Conducive To Strong, Sustainable
Economic Development

SUBGOAL: 1.4 – Grow the core business of air transportation.

SUBJECT:

That the City Manager be authorized to sign the Consent to Assignment of Contract No. 2015-002R Vehicle Rental Concessionaire by and between the City of El Paso, Budget Rent a Car of El Paso, Inc. D/B/A Budget Rent a Car of El Paso ("Assignor") and Budget Rent a Car System, Inc. ("Assignee").

BACKGROUND / DISCUSSION:

The Department of Aviation and the Purchasing and Strategic Sourcing Department request the approval of this Consent to Assignment to allow the transition of operation of the Budget Rent A Car brand at the El Paso International Airport from the current operator, Budget Rent A Car of El Paso, Inc. to Budget Rent A Car System, Inc., the new operator. The transition will be seamless to the customer.

SELECTION SUMMARY:

N/A

CONTRACT VARIANCE:

N/A

PROTEST

N/A

PRIOR COUNCIL ACTION:

Motion to approve contract 2015-002R awarded on 3/10/2015 for an initial term estimated revenue amount of \$3,010,520.00 for ten (10) years to include up one (1) additional term of five (5) year each for a total of fifteen (15) year revenue amount of \$4,515,780.00.

AMOUNT AND SOURCE OF FUNDING:

N/A – This is a revenue generating contract

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: El Paso International Airport
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:



Sam Rodriguez, Chief Operations and Transportation Officer, Aviation Director and City Engineer

**COUNCIL PROJECT FORM
(Resolutions)**

*******POSTING LANGUAGE BELOW*******

Please place the following Item on the **CONSENT** agenda (under **RESOLUTIONS**) for the Council Meeting of **November 23, 2021.**

STRATEGIC GOAL: NO. 1 – Cultivate an Environment Conducive To Strong, Sustainable Economic Development

The linkage to the Strategic Plan is subsection 1.4 – Grow the core business of air transportation.

Award Summary:

That the City Manager be authorized to sign the Consent to Assignment of Contract No. 2015-002R Vehicle Rental Concessionaire by and between the City of El Paso, Budget Rent a Car Of El Paso, Inc. D/B/A Budget Rent a Car of El Paso (“Assignor”) and Budget Rent a Car System, Inc. (“Assignee”).

*******ADDITIONAL INFO BELOW*******

RESOLUTION

THAT the City Manager be authorized to sign the Consent to Assignment of Contract No. 2015-002R Vehicle Rental Concessionaire by and between the City of El Paso, Budget Rent a Car of El Paso, Inc. D/B/A Budget Rent A Car of El Paso (“Assignor”) and Budget Rent a Car System, Inc. (“Assignee”).

APPROVED this ____ day of _____ 2021.

CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Evy A. Sotelo
Assistant City Attorney

APPROVED AS TO CONTENT:

Sam Rodriguez, Chief Operations and
Transportation Officer, Aviation Director
and City Engineer

STATE OF TEXAS)
)
COUNTY OF EL PASO)

**CONSENT TO ASSIGNMENT OF
CONTRACT NO. 2015-002R**

This Consent to Assignment is executed this _____ day of _____, 2021,
by and between the City of El Paso (the “City”), Budget Rent A Car of El Paso, Inc. D/B/A Budget
Rent A Car of El Paso (“Assignor”) and Budget Rent A Car System, Inc. (“Assignee”).

WHEREAS, on March 10, 2015 the City of El Paso (City) entered into Contract No. 2015-
002R with Assignor to provide Vehicle Rental Concessionaire for an initial term of Ten (10) years
with one (1) 5-year options to extend the Contract which is fully incorporated herein by reference
to provide such service to the City;

WHEREAS, after entering into said Contract on November 1, 2021 the Assignor entered into
an asset purchase deal with the Assignee;

WHEREAS, Assignor has requested that the City approve an assignment of the Contract to
Assignee;

WHEREAS, the Contract provides that it is not assignable without the consent of the City;

WHEREAS, Assignor has agreed to be responsible for all duties and obligations under the
Contract preceding November 1st, 2021. Assignee has agreed to be responsible for all duties and
obligations under the Contract after November 1st, 2021; and

WHEREAS, the City agrees to the assignment of all rights, duties and obligations
encompassed in the Contract to Assignee;

NOW, THEREFORE, IT IS HEREBY AGREED as follows:

1. The City consents to the assignment of the rights, duties and obligations under the
contract to Assignee.
2. Assignee agrees to assume and perform all duties, obligations and responsibilities
under the contract.
3. All terms and conditions of the contract shall remain in full force and effect.

(Signature Page to follow)

STATE OF TEXAS)
)
COUNTY OF EL PASO)

**CONSENT TO ASSIGNMENT OF
CONTRACT NO. 2015-002R**

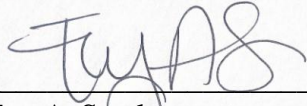
(Signature Page)

EXECUTED this the _____ day of _____, 2021

THE CITY OF EL PASO:

Tomás González
City Manager

APPROVED AS TO FORM:



Evy A. Sotelo
Assistant City Attorney

APPROVED AS TO CONTENT:

Sam Rodriguez, Chief Operations and
Transportation Officer, Aviation Director
and City Engineer

ASSIGNOR:

Budget Rent a Car of El Paso, Inc. D/B/A
Budget Rent A Car of El Paso,
Inc.

Name: _____
Title: _____

ASSIGNEE:

Budget Rent A Car System, Inc.

Name: _____
Title: _____



Legislation Text

File #: 21-1332, **Version:** 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

That the City Manager or designee is authorized to submit the FY2022 Enhancement of Special Operations Teams Capabilities grant application for the project entitled "Enhancement of Special Operations Teams Capabilities" through the Texas Office of the Governor, Public Safety Office and all related documents, including but not limited to, authorization of budget transfers, and/or revisions to the operations plan, and to accept, reject, amend, correct, extend and/or terminate the grant, in the amount of \$90,239.49, for the period February 1, 2022 through January 31, 2023, for the City's Fire Department Special Response Teams to purchase necessary equipment intended to sustain and enhance current response capabilities locally and regionally on the border; and, that the City shall provide all applicable matching funds for said grant if applicable; and, that in the event of loss or misuse of the Office of the Governor's grant funds, the City assures that the funds will be returned to the Office of the Governor in full.

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

AGENDA DATE: November 23, 2021
PUBLIC HEARING DATE: November 23, 2021

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

DISTRICT(S) AFFECTED: All

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

SUBGOAL:

SUBJECT:

That the City Manager or designee is authorized to submit the FY2022 Enhancement of Special Operations Teams Capabilities grant application for the project entitled "Enhancement of Special Operations Teams Capabilities" through the Texas Office of the Governor, Public Safety Office and all related documents, including but not limited to, authorization of budget transfers, and/or revisions to the operations plan, and to accept, reject, amend, correct, extend and/or terminate the grant, in the amount of \$90,239.49, for the period February 1, 2022 through January 31, 2023, for the City's Fire Department Special Response Teams to purchase necessary equipment intended to sustain and enhance current response capabilities locally and regionally on the border; and, that the City shall provide all applicable matching funds for said grant if applicable; and, and that in the event of loss or misuse of the Office of the Governor's grant funds, the City assures that the funds will be returned to the Office of the Governor in full.

BACKGROUND / DISCUSSION:

The goal of this project is to enhance the El Paso Fire Department's special response team's (HazMat, ComSAR, Water Rescue, Special Rescue 11, & sUAS) capabilities by procuring equipment needed to protect the residence along the U.S/Mexico border. This would make the El Paso Fire Department's Special Operations Task Force Teams an available resource to many agencies and be a deployable along the southwest border of Texas. Bordering New Mexico and the country of Mexico, this tristate area has seen a substantial increase in legal and illegal immigrant border crossings to also include those seeking asylum from their home countries forming large convoys traveling to the El Paso Border. The El Paso Fire Department's (EPFD) Special Operations teams often respond to provide Technical Rescue and Hazard mitigation services to all lives (i.e. United States Citizens or immigrants from other countries). EPFD Special Operation Teams respond to technical rescue events ranging from right on the border fence, involving high angle rescue to down below, in tunnels used by immigrants where inadequate air conditions and toxic environments may exist that are an immediate danger to life and health creating a need for technical special rescue operations to be initiated. The City's (COMSAR) Combined Search and Rescue Team, made up of EPFD and EPPD members in conjunction with EPFD's (sUAS) Drone program may also be called upon to conduct and operate wide area search and technical rescue operations on and around the Franklin Mountains.

PRIOR COUNCIL ACTION:

On December 10, 2019, the City Council authorized the City Manager or designee to submit the FY2020 Border Zone Fire Departments grant application for the project entitled, "Sustainment of Water Rescue Response" through the Texas Office of the Governor. The grant was awarded to the City of El Paso in the amount of \$232,477.50.

AMOUNT AND SOURCE OF FUNDING:

N/A


Revised 04/09/2021

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Fire Department
SECONDARY DEPARTMENT: Office of the Comptrollers, GAD

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

DEPARTMENT HEAD:



RESOLUTION

WHEREAS, the City of El Paso (“City”) is eligible to apply for the Texas Office of the Governor, Public Safety Office FY2022 Enhancement of Special Operations Teams Capabilities Grant; and

WHEREAS, the City’s Fire Department seeks to enhance its specialized teams capabilities to respond and protect the El Paso community and its sister city along the U.S./Mexico border from the consequences of all hazards, both natural and man-made; and

WHEREAS, there is a need to purchase and replace equipment that support the City’s Fire Department’s Special Response Teams (HazMat, ComSar, Water Rescue, Special Rescue 11 & Small Unmanned Aircraft Systems (“sUAS”)); and

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

WHEREAS, the Enhancement of Special Operations Teams Capabilities Grant will assist the City’s Fire Department Special Operations Response Teams protect the residents along the U.S./Mexico border.

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

1. That the City Manager or designee is authorized to submit the FY2022 Enhancement of Special Operations Teams Capabilities grant application for the project entitled “Enhancement of Special Operations Teams Capabilities” through the Texas Office of the Governor, Public Safety Office and all related documents, including but not limited to, authorization of budget transfers, and/or revisions to the operations plan, and to accept, reject, amend, correct, extend and/or terminate the grant, in the amount of \$90,239.49, for the period from February 1, 2022 through January 31, 2023, for the City’s Fire Department Special Response Teams to purchase necessary equipment intended to sustain and enhance current response capabilities locally and regionally on the border; and
2. That the City shall provide all applicable matching funds for said grant if applicable; and
3. That in the event of loss or misuse of the Office of the Governor’s grant funds, the City assures that the funds will be returned to the Office of the Governor in full.

PASSED AND APPROVED on this _____ day of November 2021.


CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

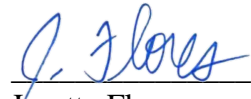
Laura D. Prine
City Clerk

APPROVED AS TO CONTENT:



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

APPROVED AS TO FORM:



Josette Flores
Senior Assistant City Attorney

Declined ☐Denied ☐Awarded ☐

PSGrant# _____

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

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

Department El Paso Fire Department**DUNS-058873019/UEI-KLZGKXNFVTL4**

A. GRANT APPLICATION	B. CONTRACT/AGREEMENT/AMENDMENTS
A1. Department Programmatic Contact Person Name: Kevin Dieter Title: Project Director Phone No.: 915-838-3263 Email: Dieterkd@elpasotexas.gov	B1. Department Financial Grant Contact Person Name: _____ Title: _____ Phone No.: _____ Email: _____
A2. Grant Data Funding Agency: Office of Governor, Public Safety Office Grant Name: Enhancement of Special Operations Team capabilities. CFDA/ALN: _____ N/A <input checked="" type="checkbox"/> Application Due Date: November 30th, 2021 Requires Signature or Review from: Mayor <input type="checkbox"/> City Manager <input type="checkbox"/> Legal Review <input type="checkbox"/>	B2. Grant Data Funding Agency: _____ Grant Name: _____ Program Name: _____ Agency Contract No.: _____ Grant Type: Please Select Pass through Agency: _____ Grant Start & End Date: Month Day Year - Month Day Year New, Continuation, or Amendment: Please Select
A3. Financial Data Amount of Grant Funding Request: \$ 90,239.49 Amount of Matching Funds Requested: \$ _____ Amount of In-Kind Funds and/or Additional City Contributions: \$ _____ Total Amount Requested: \$ 90,239.49	B3. Financial Data Post-Award Amount: \$ _____ (As indicated in the grant contract/agreement) Actual Amount of Cash Match: \$ _____ Actual Amount of In-Kind: \$ _____ Total Award for Project/Program: \$ 0.00
A4. Grant Classification <input checked="" type="checkbox"/> Competitive (award based on competition) <input type="checkbox"/> Entitlement (a set of funds determined under a formula) <input type="checkbox"/> Continuation (ongoing funding)	B4. <input type="checkbox"/> CM Signature required <input type="checkbox"/> Mayor Signature required <input type="checkbox"/> City Council approval required
A5. City Match Certification Has City Match been certified by the Department Director? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Does this grant allow for operating/administrative costs? Yes <input type="checkbox"/> No <input type="checkbox"/> % <input type="checkbox"/> Amount \$ _____ How is the match amount determined? <input type="checkbox"/> Fixed Amount: \$ _____ <input type="checkbox"/> Percentage of Project Cost: _____ % <input type="checkbox"/> Other (Please explain): _____ For this fiscal year, how much of the local cash amount is already in the department's budget: \$ _____ Not budgeted: \$ _____ Proposed source of match: _____	B5. Grant Accounting String: _____ City Match Accounting String: _____ Comments: _____

Brief Description of Grant:

This grant would assist the El Paso's specialized teams increase their capabilities and respond and protect not only El Paso community, but our Sister City community from the consequences of all hazards, both natural and man-made.

REQUIRED SIGNATURES

1.
Department Director Signature Date
Mario D'Agostino 11/15/2021
Printed Name of Department Director

2.
Grants Administration Division Date

3.
Legal Review Date

1. _____
Department Director Signature Date
Printed Name of Department Director

2. _____
Grants Administration Division Date

3. _____
Legal Review Date

[Print This Page](#)

Agency Name: El Paso, City of
Grant/App: 4391701 **Start Date:** 2/1/2022 **End Date:** 1/31/2023

Project Title: Enhancement of the Special Operations Teams capabilities.
Status: Application Pending Submission

Eligibility Information

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

Application Eligibility Certify:

Created on:11/4/2021 11:43:20 AM By:Kevin Dieter

Profile Information

Applicant Agency Name: El Paso, City of
Project Title: Enhancement of the Special Operations Teams capabilities.
Division or Unit to Administer the Project: Office of Emergency Management
Address Line 1: 6055 Threadgill
Address Line 2:
City/State/Zip: El Paso Texas 79924-6327
Start Date: 2/1/2022
End Date: 1/31/2023

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

Grant Officials:

Authorized Official

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

Financial Official

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

Project Director

Name: Kevin Dieter
Email: dieterkd@elpasotexas.gov
Address 1: 300 N. Cambell
Address 1:
City: El Paso, Texas 79901
Phone: 915-838-3263 Other Phone:
Fax:
Title: Mr.

Salutation: Chief

Position: Special Operation Chief

Grant Writer

Name: Deborah Olivas

Email: Olivasd@elpasotexas.gov

Address 1: 416 N Stanton

Address 1:

City: El Paso, Texas 79901

Phone: 915-212-5606 Other Phone:

Fax:

Title: Ms.

Salutation: Ms.

Position: Fiscal Operations Administrator

Grant Vendor Information

Organization Type: Unit of Local Government (City, Town, or Village)

Organization Option: applying to provide homeland security services

Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17460007499014

Data Universal Numbering System (DUNS): 058873019

Narrative Information

Introduction

The purpose of this program is to provide grants to professional fire departments along the Texas-Mexico border region for specialized equipment, maintenance, and medical supplies to support emergency services associated with the execution of border security activities associated with deterring crimes occurring in the geographic area defined in Article IX, Section 7.10 of the General Appropriations Act.

The PSO's [eGrants User Guide to Creating an Application](#) guides applicants through the process of creating and submitting an application in eGrants. Information and guidance related to the management and use of grant funds can be found in the The PSO's Guide to Grants, located on the [PSO Resource for Applicants and Grantees webpage](#).

Certifications

In addition to the requirements found in existing statute, regulation, and the funding announcement, this program requires applicant organizations to certify compliance with the following:

Constitutional Compliance

Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

Cybersecurity Training Requirement

Local units of government, including counties, municipalities, special districts, school districts, junior college districts, or other political subdivisions of the state, must submit a written certification of the local government's compliance with the cybersecurity training required by Section 2054.5191 of the Texas Government Code. A determination of non-compliance with the cybersecurity training requirements will result in a refund of the original grant award as well as ineligibility of future grant awards until the second anniversary of the date the local government is determined ineligible.

Criminal History Reporting

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

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

Uniform Crime Reporting (UCR)

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

Compliance with State and Federal Laws, Programs and Procedures

Local units of government, including cities, counties and other general purpose political subdivisions, as appropriate, and institutions of higher education that operate a law enforcement agency, must comply with all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS. Additionally, counties and municipalities may NOT have in effect, purport to have in effect, or make themselves subject to or bound by, any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3). Lastly, eligible applicants must comply with all provisions, policies, and penalties found in Chapter 752, Subchapter C of the Texas Government Code.

Each local unit of government, and institution of higher education that operates a law enforcement agency, must download, complete and then upload into eGrants the [CEO/Law Enforcement Certifications and Assurances Form](#) certifying compliance with federal and state immigration enforcement requirements. This Form is required for each application submitted to PSO and is active until August 31, 2022 or the end of the grant period, whichever is later.

Overall Certification

Each applicant agency must certify to the specific requirements detailed above as well as all requirements within the PSO Funding Announcement, the eGrants application, the OOG's Guide to Grants, and the OOG's Grantee Conditions and Responsibilities to be eligible for this program.

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

Project Summary :

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

The goal of this project is to enhance the El Paso Fire Department's special response team's (HazMat, ComSAR, Water Rescue, Special Rescue 11, & sUAS) capabilities by procuring equipment needed to protect the residence along the U.S/Mexico border. This would make the El Paso Fire Department's Special Operations Task Force Teams an available resource to many agencies and be a deployable along the southwest border of Texas. Bordering New Mexico and the country of Mexico, this tristate area has seen a substantial increase in legal and illegal immigrant border crossings to also include those seeking asylum from their home countries forming large convoys traveling to the El Paso Border. The El Paso Fire Department's (EPFD) Special Operations teams often respond to provide Technical Rescue and Hazard mitigation services to all lives (i.e. United States Citizens or immigrants from other countries). EPFD Special Operation Teams respond to technical rescue events ranging from right on the border fence, involving high angle rescue to down below, in tunnels used by immigrants where inadequate air conditions and toxic environments may exist that are an immediate danger to life and health creating a need for technical special rescue operations to be initiated. The City's (COMSAR) Combined Search and Rescue Team, made up of EPFD and EPPD members in conjunction with EPFD's (sUAS) Drone program may also be called upon to conduct and operate wide area search and technical rescue operations on and around the Franklin Mountains.

Problem Statement :

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

Due to the geographical proximity to U.S/Mexico border, El Paso is currently dealing with large movements of migrants and this is a growing concern / potential for international and domestic based terrorism. Incident call volume requesting Special Operations teams for technical rescue have increased due to mass migration and caravans headed towards the U.S. These changes have increased the number of illegal immigrants being apprehended in the El Paso Sector well into the thousands per day, creating a higher potential for medical emergencies and technical rescue incident to develop. In our THIRA page 35, one of our capability targets for mass search and rescue is to conduct and rescue 58 people within a 4 hour span. Equipment purchased from this grant would improve our capabilities and help us reach this target in a safer and more efficient manner.

Existing Capability Levels :

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

El Paso Fire Department existing capabilities include six Special Operation Task Force teams. These teams include HazMat, ComSAR, Water Rescue, Special Rescue 11, and sUAS. El Paso's Special Operations teams are the only teams in the West Texas Region with the capability to protect communities from the consequences of all hazards, both natural and human-caused. The Combined Search and Rescue team made up of personnel from Fire and Police are used to navigate the Franklin Mountain's terrain to perform technical rescue operations. The EPFD Drone sUAS program assists on all types of incidents under FAA regulations involving special operations when requested by an Incident commander. The project supports a regional Urban Search and Rescue Team as well as our Water Rescue team. The El Paso Fire Department operates annually from a budget set by tax base and utilizes grants to assist in attaining equipment and training to support its specialized teams that would be otherwise unattainable due to budget constraints.

Capability Gaps:

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

1. Sustain existing equipment that is in need of replacement and maintenance for regional response. 2. Continue capability to effectively respond to smaller jurisdictions within the region. 3. Enhancement and sustainment of state deployable resources. In the FY2020 SPR, pg. 37, the capability gaps for equipment include 4 wheel drive vehicle. This is to increase our patient contact time in rough terrain area as in the Franklin Mountains. In our FY21 SPR that has been submitted, our equipment gaps include the equipment being requested for this grant.

Impact Statement :

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

The project is intended to sustain and enhance current response capabilities locally and regionally in response to all Special Operations teams on the border. It would provide the necessary equipment to improve response times and further improve the capabilities of each team. The teams will be able to rapidly intervene through a quicker response and assist multi agencies with rescue operations along the border in incidents related to technical rescues along the border, thus minimizing the risk to personnel and the community. All of which are identified as current capability gaps within the 2020 and 2021 SPR. Project objectives are as follows for equipment. 1. Purchase of a rough terrain Polaris to assist with patient contact, packaging and transporting to less rough terrain. 2. Purchase of Chemical identifiers and gas monitors personal protective for all members who respond or in the area of an emergencies. 3. Purchase recovery equipment such as Stabilizing struts. 4. Purchase communications equipment. The investment into these equipment items will close the gaps and expand functional capability within the El Paso Fire Department.

Homeland Security Priority Actions:

Identify the Texas Homeland Security Priority Action most closely aligned with this project. Each Priority Action is linked

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

1.3 Prevent terrorists and criminal enterprises from exploiting Texas' international borders, including land, air, and sea. Lead for reporting: Texas Department of Public Safety 1.3.1 In conjunction with federal agencies, conduct unified state and local law enforcement operations to deny the use of the Texas border region to terrorists and criminal organizations, particularly between the ports of entry 2.2 Reduce the risk of chemical, biological, radiological, nuclear, and high-yield explosives (CBRNE) incidents by enhancing control and early detection capabilities. 4.2 Build and maintain the response teams and qualified personnel essential to all-hazard response operations. 4.2.4 Make investments in personnel, training, and equipment to build new response team capabilities where possible, based on assessments of needs.

Target Group :

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

The main target group that would benefit from this project would be the 2.5 million residence within the El Paso / Juarez Mexico border Sub groups that would benefit would be the Special Operation's team as they would have better equipment to protect the lives of the community.

Long-Term Approach:

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

The City of El Paso will continue funding the special response team(s) employee salaries and regular maintenance of equipment purchased with local, state and federal grants.

Project Activities Information

Introduction

This section contains questions about your project. It is very important for applicants to review their funding announcement for guidance on how to fill out this section. Unless otherwise specified, answers should be about the EXPECTED activities to occur during the project period.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Border Security Response	100.00	The goal of this project is to enhance each team's rescue capabilities by procuring equipment needed for the El Paso Fire Department to execute border security activities. El Paso's specialized teams support the following core capabilities: operational coordination's, threat and hazard identification, situational assessment, and mass search and rescue operations. This would make the El Paso Fire Department's Special Operations Task Force Teams an available resource to many agencies and be a deployable along the southwest border. The gaps identified are a result of budgetary constraints.

Measures Information

Objective Output Measures

OUTPUT MEASURE	TARGET LEVEL
----------------	--------------

Objective Outcome Measures

OUTCOME MEASURE	TARGET LEVEL
-----------------	--------------

Custom Output Measures

CUSTOM OUTPUT MEASURE	TARGET LEVEL
Number of Specialty Teams provided with new or updated equipment.	3
Number of Specialty Teams maintained created, maintained or enhanced.	3
Number of Specialty Team members benefiting from new or updated equipment.	75

Custom Outcome Measures

CUSTOM OUTCOME MEASURE	TARGET LEVEL

Resolution from Governing Body

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

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

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

Contract Compliance

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

Select the appropriate response:

☐ Yes

☒ No

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

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of \$100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the appropriate response:

- ☐ Yes
☒ No
☐ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the appropriate response:

- ☐ Yes
☒ No
☐ N/A

Fiscal Year

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

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

9/1/2021

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

8/31/2022

Sources of Financial Support

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

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

117426663

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

3787766

Single Audit

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

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

Select the appropriate response:

- ☒ Yes
☐ No

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

Enter the date of your last annual single audit:

2/26/2021

Debarment

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

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

Select the appropriate response:

☒ I Certify

☐ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.

Fiscal Capability Information

Section 1: Organizational Information

*** FOR PROFIT CORPORATIONS ONLY ***

Enter the following values in order to submit the application

Enter the Year in which the Corporation was Founded: 0

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

Enter the Employer Identification Number Assigned by the IRS: 0

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

Enter the Year in which the Corporation was Founded:

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

Enter the Employer Identification Number Assigned by the IRS:

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

Section 2: Accounting System

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

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

Select the appropriate response:

☐ Yes

☐ No

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

Select the appropriate response:

☐ Yes

☐ No

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

Select the appropriate response:

☐ Yes

☐ No

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

Enter your explanation:

Section 3: Financial Capability

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

Has the grant agency undergone an independent audit?

Select the appropriate response:

- ☐ Yes
- ☐ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

- ☐ Yes
- ☐ No

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

Select the appropriate response:

- ☐ Yes
- ☐ No

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

Enter your explanation:

Section 4: Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts. Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

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

- ☐ Yes
- ☐ No

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

- ☐ Yes
- ☐ No

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

Enter your explanation:

Section 5: Internal Controls

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

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

Select the appropriate response:

- ☐ Yes
- ☐ No

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

Select the appropriate response:

☐ Yes
☐ No

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

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Equipment	Equipment	Arizona Vortex, CMC Vortex Kit, Multipod kit used for high directional set ups used in rescues.	\$5,075.00	\$0.00	\$0.00	\$0.00	\$5,075.00	1
Equipment	Equipment	Redwave Threat ID FTIR 200-00-0020, FT-IR chemical identifier provides analysis of unknown substances within 1 minute.	\$35,990.00	\$0.00	\$0.00	\$0.00	\$35,990.00	1
Equipment	Equipment	PPB RAE 3000 Portable gas monitor provides up to 10,000ppm in the reading in less than 3 seconds and reads up to 220 compounds.	\$9,350.00	\$0.00	\$0.00	\$0.00	\$9,350.00	1
Equipment	Equipment	010-01959-20 Rino, Two way radio with GPS	\$349.99	\$0.00	\$0.00	\$0.00	\$349.99	18
Equipment	Equipment	SPX 9130A, SPX 9012A, SPX 9220A Low profile jack kit to assist with heavy lifting of debris from a collapsed bridge/roadway/building.	\$1,225.58	\$0.00	\$0.00	\$0.00	\$1,225.58	1
Equipment	Equipment	Paratech Item: 22-796852 SVK kit Stabilizer stouts for maximum load of 80,000lbs	\$8,000.00	\$0.00	\$0.00	\$0.00	\$8,000.00	1
Equipment	Equipment	Paratech item: 22-797E12E Supporter, Struts with a 10,000lb load capacity	\$3,310.00	\$0.00	\$0.00	\$0.00	\$3,310.00	2
Equipment	General Vehicle and Accessories (non law enforcement)	Polaris Ranger, XP 1000 High Lifter Edition	\$26,938.92	\$0.00	\$0.00	\$0.00	\$26,938.92	1

Source of Match Information**Detail Source of Match/GPI:**

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

Summary Source of Match/GPI:

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

Budget Summary Information**Budget Summary Information by Budget Category:**

CATEGORY	OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Equipment	\$90,239.49	\$0.00	\$0.00	\$0.00	\$90,239.49

Budget Grand Total Information:

OOG	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
\$90,239.49	\$0.00	\$0.00	\$0.00	\$90,239.49

Condition Of Fundings Information

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



Legislation Text

File #: 21-1335, **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, David Samaniego, (915) 212-1608

AGENDA LANGUAGE:

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

A Resolution approving a detailed site development plan for the property described as a portion of Lot 1, Block 2, Mesa Hills West, 310 South Mesa Hills Dr., City of El Paso, El Paso County, Texas, pursuant to Section 20.04.150. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed 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: South Mesa Hills Dr.

Applicant: NUASA LLC, PZDS21-00029

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

PUBLIC HEARING DATE: November 23, 2021

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
David Samaniego, (915) 212-1608

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:

A Resolution approving a detailed site development plan for the property described as a portion of Lot 1, Block 2, Mesa Hills West, 310 South Mesa Hills Dr., City of El Paso, El Paso County, Texas, pursuant to Section 20.04.150. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed 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: 310 South Mesa Hills Dr.
Applicant: NUASA LLC, PZDS21-00029

BACKGROUND / DISCUSSION:

The applicant is requesting a Detailed Site Development Plan approval, as required per Ordinance 7718, dated September 25, 1985, to allow for the construction of a new retail building. City Plan Commission recommended 8-0 to approve the proposed Detailed Site Development Plan on October 7, 2021. As of November 10, 2021, the Planning Division has not received any communication in support or opposition to the detailed site development plan 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

RESOLUTION

A RESOLUTION APPROVING A DETAILED SITE DEVELOPMENT PLAN FOR A PORTION OF LOT 1, BLOCK 2, MESA HILLS WEST , CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.04.150. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, NUASA LLC, (the "Owner") has applied for approval of a detailed site development plan which requires City Plan Commission and City Council approval as per SECTION 20.04.150. The detailed site development plan is subject to the development standards in the C-1/SC (COMMERCIAL/SPECIAL CONTRACT) **District** regulations and 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,

WHEREAS, a report was made by the staff to the City Plan Commission and a public hearing was held regarding such application;

WHEREAS, the City Plan Commission has approved and herein recommends Council approval of the subject detailed site development plan; and

WHEREAS, the City Council finds that the detailed site development plan meets all applicable requirements of the El Paso City Code:

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

1. Pursuant to requirements, the City Council hereby approves the detailed site development plan submitted by the Applicant, to **allow a retail building** as required under the **C-1/SC (Commercial/special contract) District** as per Section **20.04.150**, on the following described property which is located in a **C-1/SC (Commercial/special contract) District**:

A Portion of Lot 1, Block 2, Mesa Hills West, City of El Paso, El Paso County, Texas, and as more particularly described on the attached Exhibit "A".

2. A copy of the approved detailed site development plan, signed by the Applicant, the City Manager and the Secretary of the City Plan Commission, is attached hereto, as **Exhibit "B"** and incorporated herein by reference.
3. All construction and development on the property shall be done in accordance with the approved detailed site development plan and the development standards applicable in the C-1/SC (Commercial/special contract) District regulations.
4. The Applicant shall sign an agreement to develop the property and to perform all construction thereon in accordance with the approved detailed site development plan and the standards applicable in the C-1/SC (Commercial/special contract) District. 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.

5. This approval shall be void if construction on the property is not started in accordance with the approved detailed site development plan within four (4) years from the date hereof.

APPROVED this _____ day of _____, 2021.

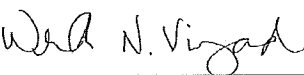
THE CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

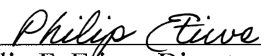
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etlwe, Director
Planning & Inspections Department

(Agreement on following page)

DEVELOPMENT AGREEMENT

By execution hereof, NUASA LLC, ("Owner"), identified in the Resolution to which this Development Agreement is attached, hereby covenant and agree, to develop the above-described property in accordance with the approved Detailed Site Development Plan, and in accordance with the standards applicable to the C-1/SC (COMMERCIAL/SPECIAL CONTRACT District located within the City of El Paso.

EXECUTED this 12 day of October, 2021.

NUASA LLC:

By: [Signature]

Name: Adrian Guevara

Title: President

ACKNOWLEDGMENT

THE STATE OF TEXAS)

)

COUNTY OF EL PASO)

This instrument is acknowledged before me on this 12 day of October, 2021, by ADRIAN GUEVARA, PRESIDENT (title) on behalf of NUASA LLC.

Ricardo Avila [Signature]
Notary Public, State of Texas

My Commission Expires:

Oct. 14, 2024



Being a Portion of Lot 1, Block 2
Mesa Hills West,
City of El Paso, El Paso County, Texas
September 22, 2021

METES AND BOUNDS DESCRIPTION

310 S. Mesa Hills Drive
Exhibit "A"

FIELD NOTE DESCRIPTION of a Portion of Lot 1, Block 2, Mesa Hills West, City of El Paso, El Paso County, Texas, being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a found City Monument at the centerline intersection of Suncrest Drive (70' R.O.W.) and Mesa Hills Drive (120' R.O.W.); **THENCE**, leaving said centerline intersection and along the centerline right-of-way of Suncrest Drive, South $18^{\circ}09'33''$ East, a distance of 77.50 feet to a point along said centerline right-of-way; **THENCE**, leaving said centerline right-of-way, North $71^{\circ}50'27''$ East, a distance of 35.00 feet to a found chiseled "V" at the common boundary line of Lot 1, Block 2 and the easterly right-of-way line of Suncrest Drive same being the **POINT OF BEGINNING** of the herein described parcel;

THENCE, leaving said easterly right-of-way line, 29.98 feet along the arc of a curve to the right whose radius is 20.00 feet, whose interior angle is $85^{\circ}52'58''$, whose chord bears North $24^{\circ}47'10''$ East, a distance of 27.25 feet to a found chiseled "V" for corner at the southerly right-of-way line of Mesa Hills Drive;

THENCE, along said southerly right-of-way line of Mesa Hills Drive, 407.18 feet along the arc of a curve to the left whose radius is 1040.00 feet, whose interior angle is $22^{\circ}25'57''$, whose chord bears North $56^{\circ}30'54''$ East, a distance of 404.59 feet to a found $\frac{1}{2}$ rebar for corner along the southerly right-of-way line of Mesa Hills Drive;

THENCE, leaving said southerly right-of-way line of Mesa Hills Drive, South $36^{\circ}48'01''$ East, a distance of 201.60 feet to a found PK Nail for corner;

THENCE, 499.27 feet along the arc of a curve to the right whose radius is 1240.00 feet, whose interior angle is $23^{\circ}04'09''$, whose chord bears North $58^{\circ}06'52''$ East, a distance of 495.90 feet to a found chiseled "X" for corner along the easterly right-of-way line of Suncrest Drive;

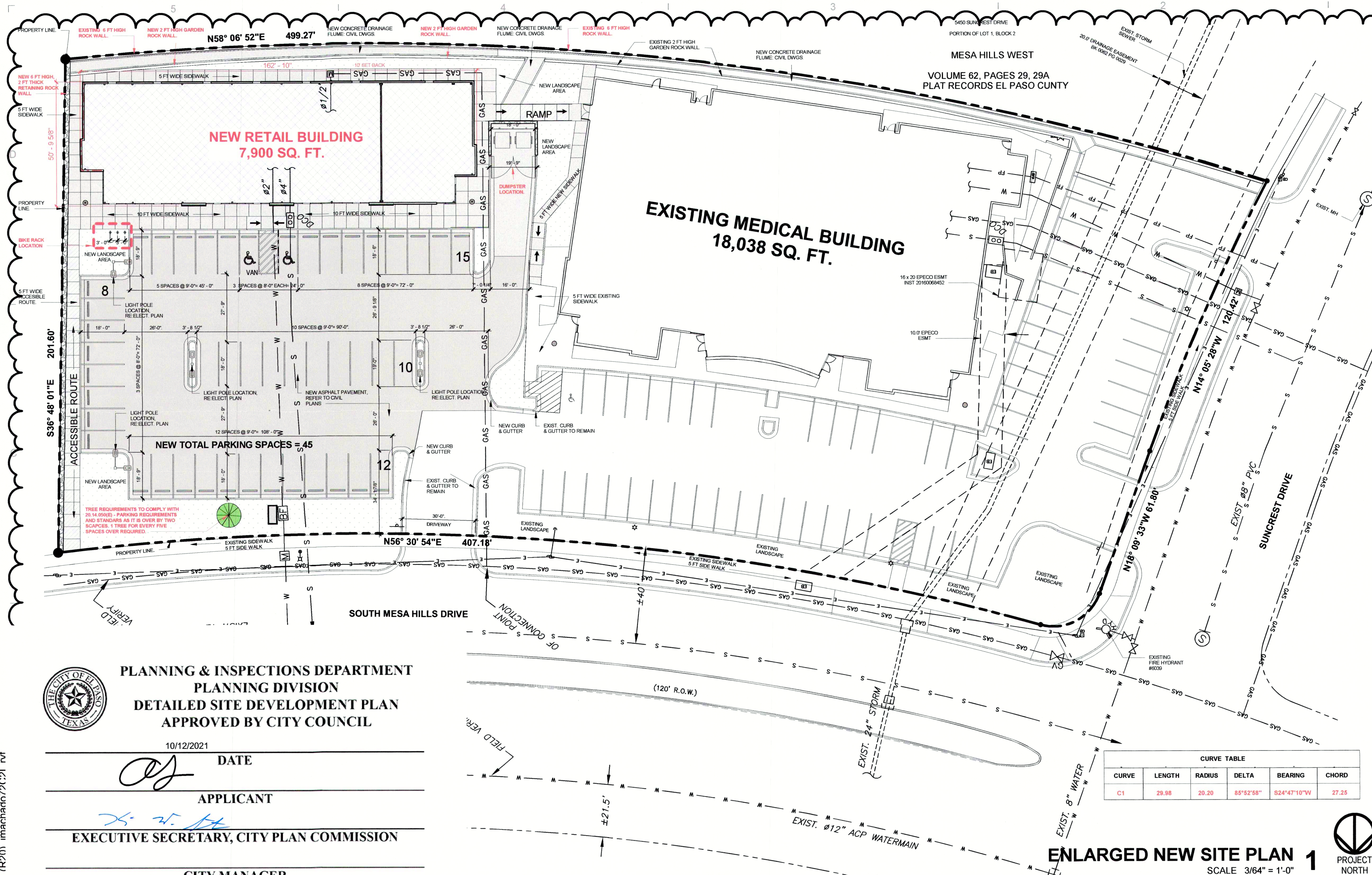
THENCE, along said easterly right-of-way line, 120.42 feet along the arc of a curve to the left whose radius is 848.01 feet, whose interior angle is $8^{\circ}08'11''$, whose chord bears North $14^{\circ}05'28''$ West, a distance of 120.32 feet to a found PK Nail for corner at the easterly right-of-way line of Suncrest Drive;

THENCE, continuing along said easterly right-of-way line of Suncrest Drive, North $18^{\circ}09'33''$ West, a distance of 61.80 feet the **POINT OF BEGINNING** of the herein described parcel and containing 91,912.46 square feet or 2.1100 acres of land more or less.

CAD Consulting Co.
1790 Lee Trevino Drive. Suite 309
El Paso, Texas 79936
(915) 633-6422
I:\M&B\2021\21-2316_310 Mesa Hills



EXHIBIT "B"



PROJECT DATA

ADDRESS:

310 SOUTH MESA HILLS DR, EL PASO TX 79912

PROJECT DESCRIPTION:

NEW RETAIL SHELL BUILDING W/ 1,830 SQ. FT. TENANT IMPROVEMENT
TOTAL BUILDING AREA = 7,900 SQ. FT.

LEGAL DESCRIPTION:

A PORTION OF LOT 1 BLOCK 2, MESA HILLS WEST, CITY OF EL PASO, EL PASO COUNTY, TEXAS.

PROPERTY ID:

GEOGRAPHIC IDENTIFICATION NUMBER: M34799900200175

LAND AREA:

TOTAL LAND AREA: 91,912 SQ. FT. (2.11 ACRES).

ZONING:

ZONING: C-1 (SC)

SETBACKS:

FRONT: ZERO (MESA HILLS).
SIDE: ZERO
SIDE YARD W/ STREET: 10 FT.
REAR: 10 FT.

PARKING SPACES REQUIREMENTS:

PARKING SPACES REQUIREMENTS: EL PASO, TEXAS CODE OF ORDINANCES

VEHICULAR REQUIREMENTS

EXISTING BUILDING MEDICAL: 1/240 SF OF BUILDING GROSS FLOOR AREA
18,038 SF ÷ 240 SF = 76 SPACES.PHARMACY: 1/300 SF OF BUILDING GROSS FLOOR AREA
1,830 SF ÷ 300 SF = 7 SPACES.RETAIL: 1/300 SF OF BUILDING GROSS FLOOR AREA
6,070 SF ÷ 300 SF = 21 SPACES.MINIMUM TOTAL: 104 PARKING SPACES
TOTAL PROVIDED: 106 PARKING SPACES

LANDSCAPE REQUIREMENTS:

TOTAL LAND AREA: 91,912 SQ. FT. (2.11 ACRES).

EXISTING LANDSCAPE AREA: 14,900 SQ. FT.

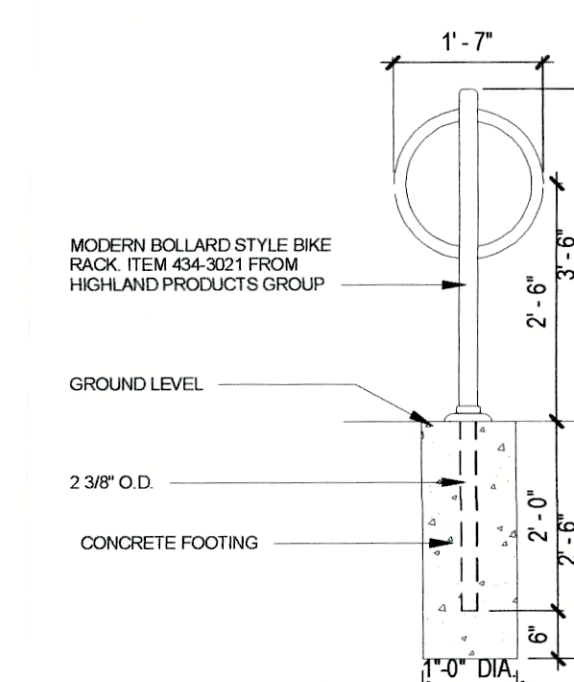
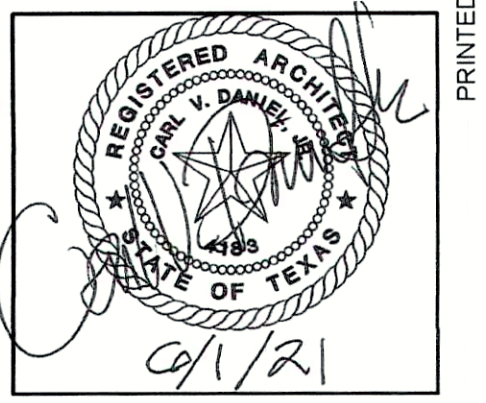
NEW TOTAL BUILDING AREA (FOOTPRINT): 25,938 SQ. FT.

91,912 (TOTAL LAND) - 25,938 (TOTAL BUILDING AREA FOOTPRINT) X

0.15 = 9,896 OF LANDSCAPE REQUIRED.

LANDSCAPE PROVIDED: 17,070 SQ. FT.

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	29.98	20.20	85°52'58"	S24°47'10"W	27.25

ENLARGED NEW SITE PLAN 1
SCALE 3/64" = 1'-0"BIKE RACK DETAIL
SCALE 1/2" = 1'-0"NEW BUILDING EXTERIOR ELEVATION 3
SCALE 1/16" = 1'-0"
F.F. ELEVATION = 3960.00EXISTING BUILDING EXTERIOR ELEVATION 4
SCALE 1/16" = 1'-0"
F.F. ELEVATION = 3957.90EXTERIOR ELEVATION 5
SCALE 1/16" = 1'-0"EXTERIOR ELEVATION 6
SCALE 1/16" = 1'-0"EXISTING BUILDING EXTERIOR ELEVATION 7
SCALE 1/16" = 1'-0"EXISTING BUILDING EXTERIOR ELEVATION 8
SCALE 1/16" = 1'-0"

NUASA, LLC
RETAIL CENTER
310 SOUTH MESA HILLS DR, EL PASO, TX 79912

ISSUED FOR
CONSTRUCTION

NO.	DATE	REVISION
6	9-8-2021	REVISIONS FROM CITY COMMENTS

SHEET:
G-002
DETAIL SITE PLAN

2020-40_NUASA, LLC_CONSTRUCTION DOCUMENTS

9/22/2021 4:36:20 PM
PRINTED:



310 S. Mesa Hills Dr. Detailed Site Development Plan

PZDS21-00029

Strategic Goal 3.

Promote the Visual Image of
El Paso



Aerial



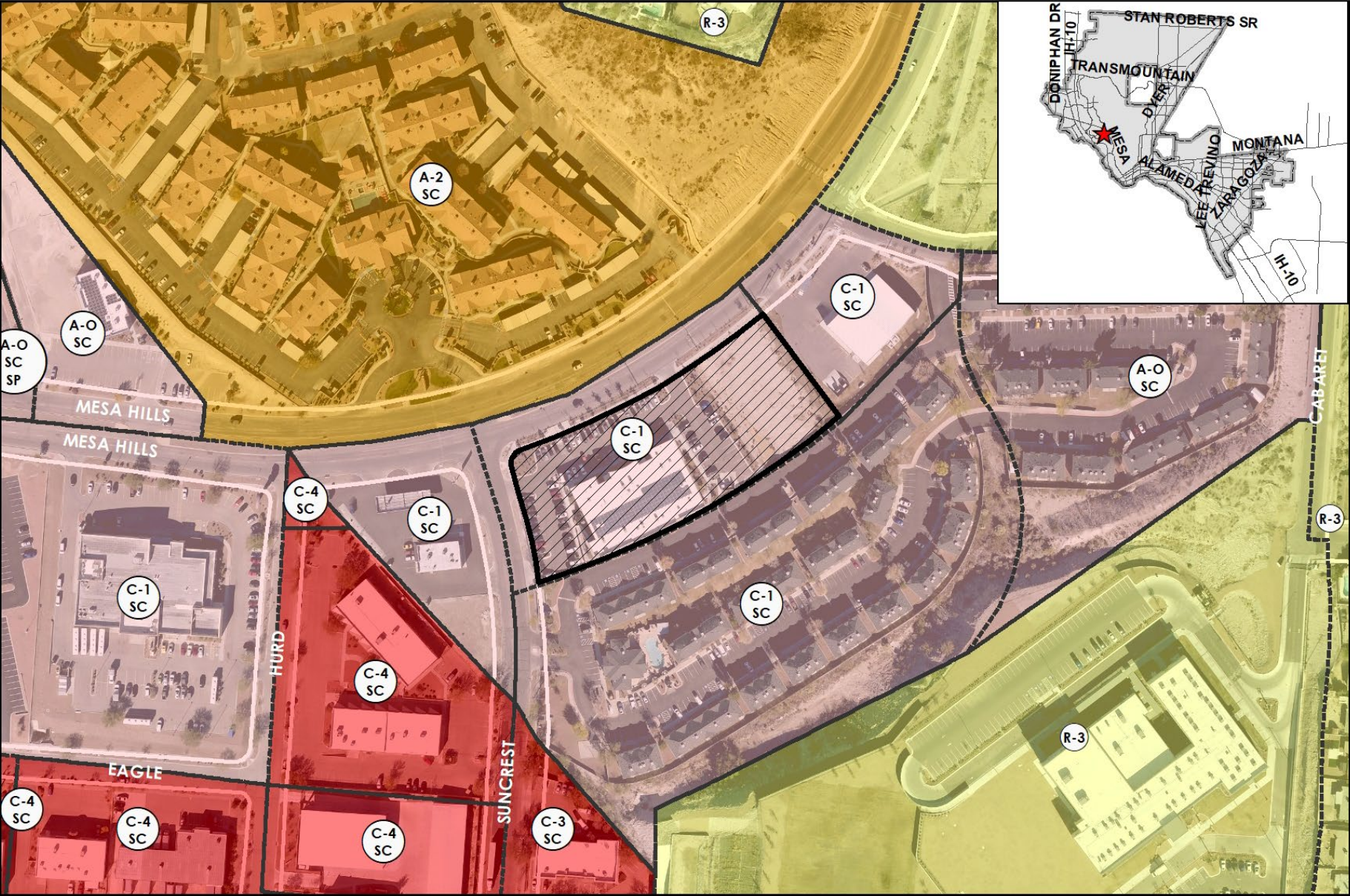
This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.



Subject Property



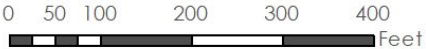
Existing Zoning



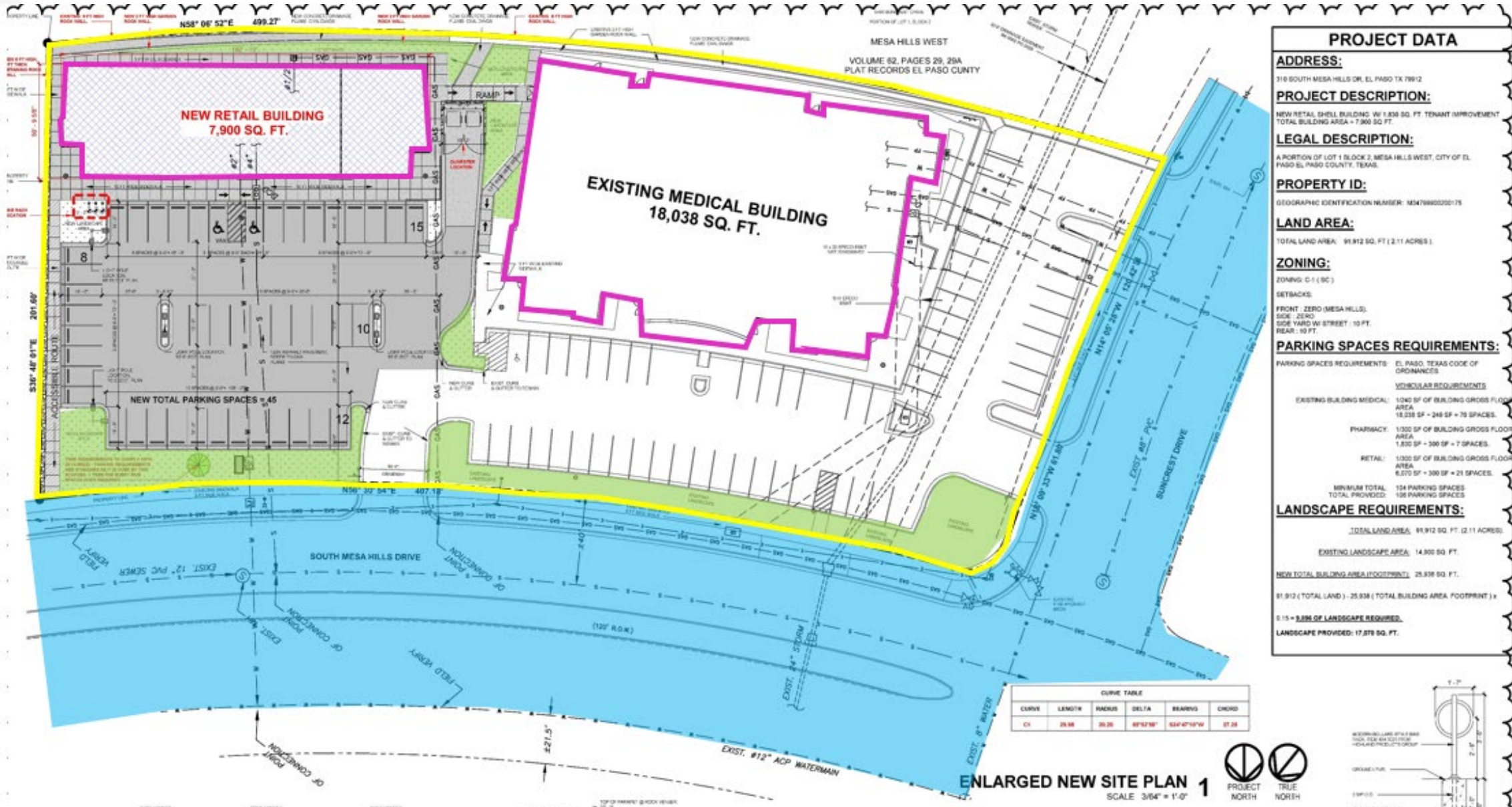
This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.

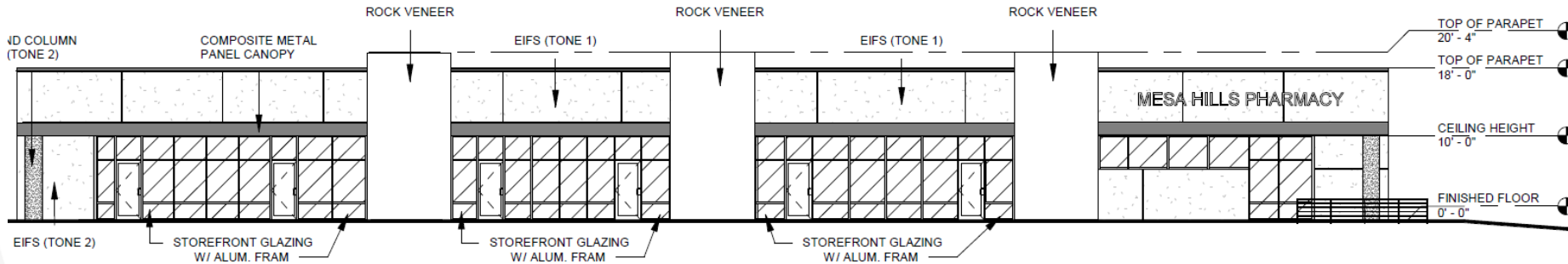


Subject Property



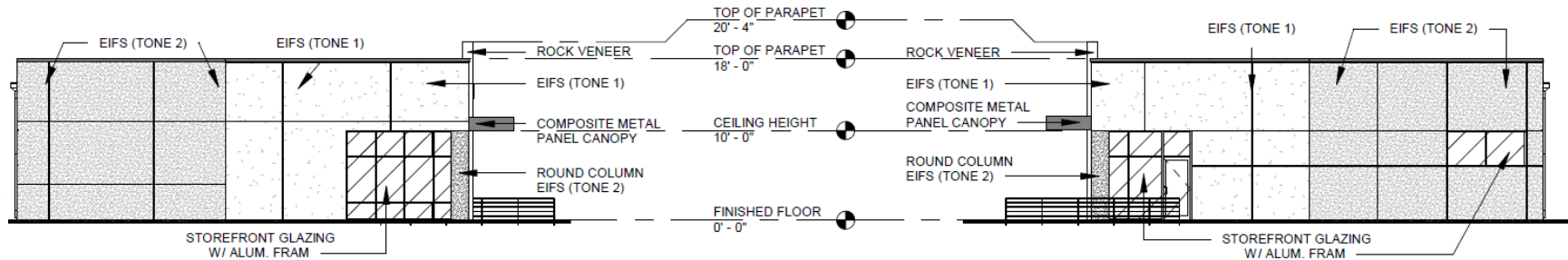
Detailed Site Plan





NEW BUILDING EXTERIOR ELEVATION

SCALE 1/16" = 1'-0"
F.F. ELEVATION = 3960.00

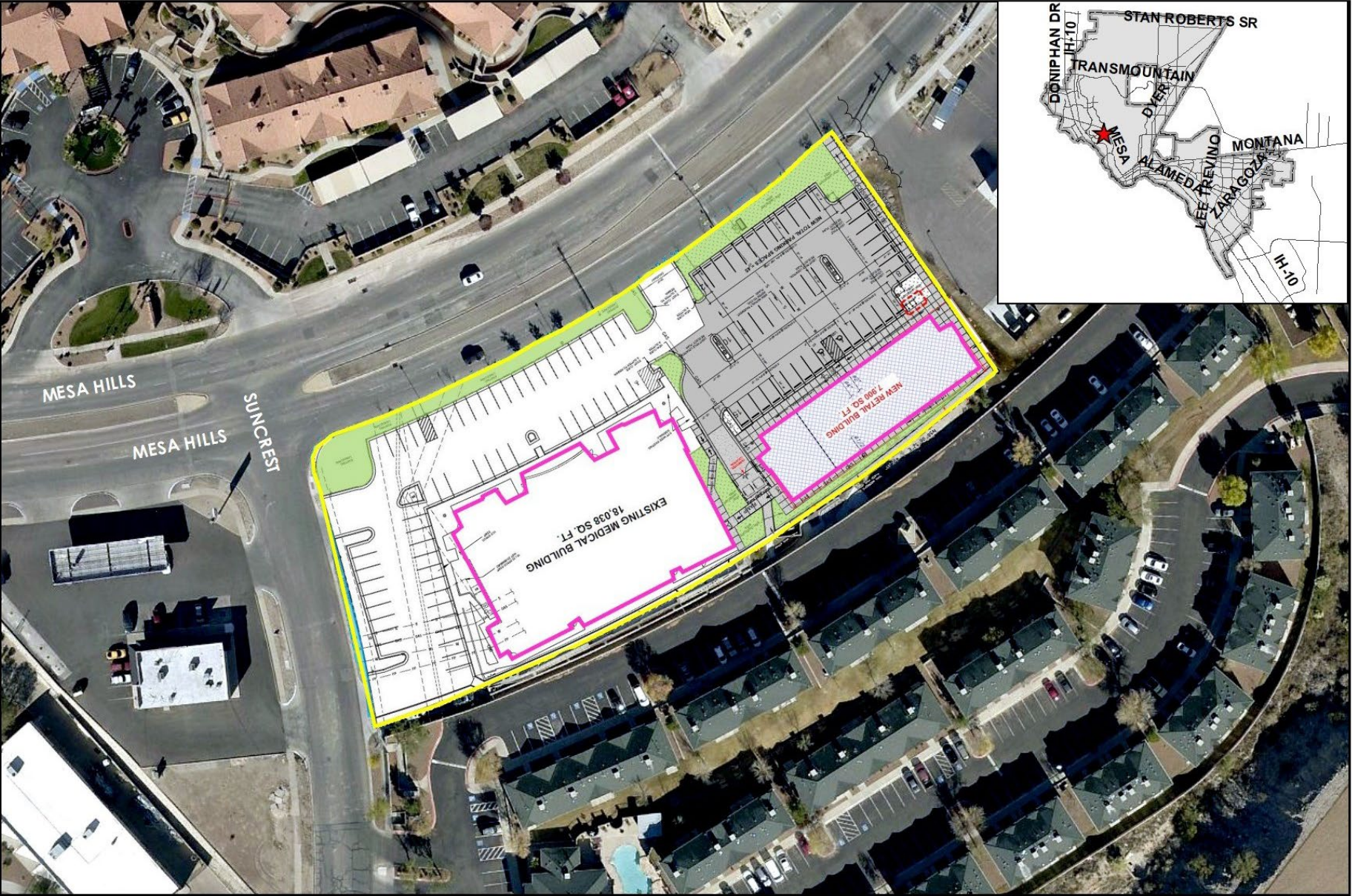


EXTERIOR ELEVATION

EXTERIOR ELEVATION

Elevations

Aerial with Site Plan



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.



Subject Property

310 S. Mesa Hills



Surrounding Development



N



W

E

S



Public Input

- Notices not required





Recommendation

- Staff recommends approval of the detailed site plan



Mission

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



Vision

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



Values

Integrity, Respect, Excellence, Accountability, People



Legislation Text

File #: 21-1361, 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 City of El Paso will enter into a formal gift agreement for an original commission of a site-specific, exterior museum artwork by Leo Villareal with the El Paso Museum of Art Foundation, a private 501(c)3 non-profit organization, memorializing the parties respective rights and obligations relating to the project, contingent upon the Foundation raising adequate funds for its completion.

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

AGENDA DATE: November 23, 2021
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Ben Fyffe, 212-1766

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: 4: Enhance El Paso's Quality of Through Recreational, Cultural and Educational Environments

SUBGOAL: 4.2 Create innovative recreational, educational and cultural programs

SUBJECT:

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

Approve a resolution that the City of El Paso will enter into a formal gift agreement for an original commission of a site-specific, exterior museum artwork by Leo Villareal with the El Paso Museum of Art Foundation, a private 501(c)3 non-profit organization, memorializing the parties respective rights and obligations relating to the project, contingent upon the Foundation raising adequate funds for its completion.

BACKGROUND / DISCUSSION:

The El Paso Museum of Art Foundation is committed has pledged to raise funds to commission, fabricate, install and maintain "Star Ceiling," a site-specific installation for the exterior of the El Paso Museum of Art by El Paso-born, world-renowned artist Leo Villareal.

PRIOR COUNCIL ACTION:

Council routinely considers donations of goods and services.

AMOUNT AND SOURCE OF FUNDING:

Item will be realized and maintained by funds raised by the El Paso Museum of Art Foundation, a dedication 501(C)3 non-profit.


HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___NO

PRIMARY DEPARTMENT: MCAD

SECONDARY DEPARTMENT: CID

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

DEPARTMENT HEAD:



RESOLUTION

WHEREAS, the El Paso Museum of Art Foundation (“Foundation”) has proposed to commission a light sculpture installation *Star Ceiling* (“the Sculpture”) by El Paso artist Leo Villareal, a site-specific installation on the El Paso Museum of Art’s (“Museum”) south entrance plaza that encourages connection, communication and community;

WHEREAS, the Foundation, in support of the Museum pledges and promises to exercise its reasonable best efforts to raise funds sufficient to (i) provide finances to renovate the south entrance plaza (the South Plaza) to the Museum, (ii) construct and finance the installation of the Sculpture on the South Plaza, which will be designed and built by Leo Villareal, and (iii) permanently maintain the Sculpture (collectively, the Project);

WHEREAS, the Project is generally shown and described in the proposal attached hereto as Exhibit A;

WHEREAS, upon completion of the Sculpture, the Foundation will donate it to the Museum;

WHEREAS, the Foundation will establish a permanent fund with the Paso del Norte Community Foundation entitled the “Star Ceiling Fund” (“the Fund”) and all donations to the Fund will be used to pay for and support the Project;

WHEREAS, the Foundation plans to commence fundraising for the Project in November, 2021;

WHEREAS, subject to formalizing the mutually acceptable gift agreement and a successful fund-raising campaign, the Foundation intends to commence the South Plaza renovation and Sculpture construction on a date agreed on in a subsequent agreement; and

WHEREAS, City Council wishes to accept this donation, which will be a cultural and recreational benefit to the residents and visitors of El Paso.

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

That the City of El Paso will exercise reasonable best efforts to enter into a formal gift agreement with the Foundation memorializing the parties respective rights and obligations relating to the Project, contingent upon the Foundation raising adequate funds for its completion.

APPROVED this day of November, 2021.


THE CITY OF EL PASO:

Oscar Leaser, Mayor

ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO FORM:

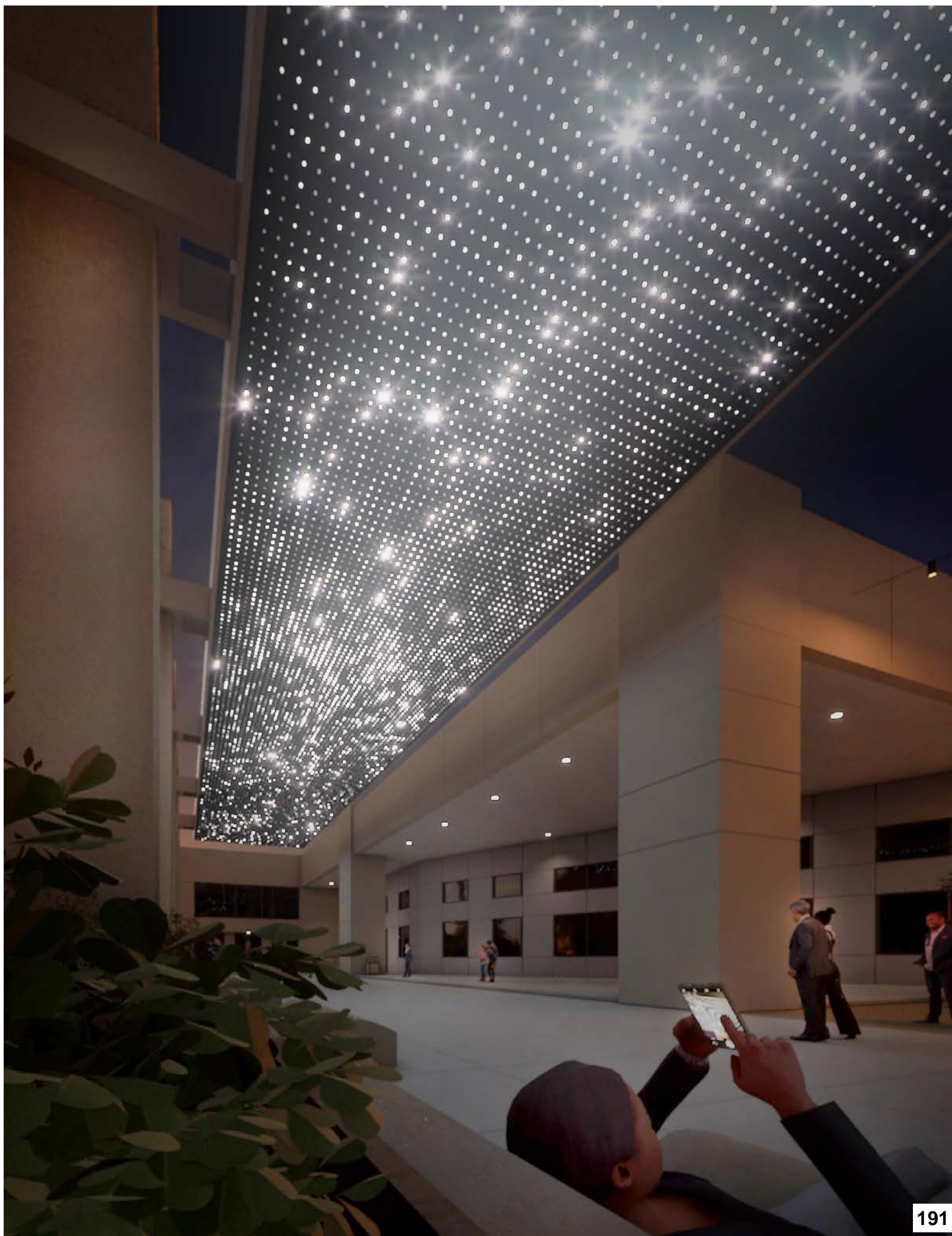


Karla Muñoz
Assistant City Attorney



LEO VILLAREAL

PROPOSAL FOR EL PASO MUSEUM OF ART



May 1, 2020

DEAR EL PASO MUSEUM OF ART,

Thank you for considering my proposal for *Star Ceiling (El Paso)*, a site-specific installation on the museum's south entrance plaza that encourages connection, communication, and community. I envision a comfortable and inspiring gathering place for citizens of El Paso / Juarez that will serve as a space for reflection, free and available to all. I have designed not just a light sculpture but an entire environment that incorporates custom designed seating and landscaping with the goal of transforming the plaza into an outdoor extension of the museum's lively exhibition program. Activating Sheldon Court and linking it thoughtfully with Arts Festival Plaza will create a unified nexus of cultural life that welcomes the public through this important gateway between the Civic Center, the Plaza Theater, and the soon-to-be-realized Children's Museum to the north.

To help illustrate my suggested approach, I am including an animated rendering of *Star Ceiling (El Paso)*. These renderings show only a small example of what's possible. The actual sequencing for the artwork will occur onsite, responding to and complementing the areas surrounding the museum.

I am honored to have the opportunity to present these ideas and appreciate the attention to detail that Veronica Callaghan and Judy Robison have offered in the various conversations that have brought us to this stage. I look forward to hearing your impressions and to answering any questions that arise as you review these materials.

Very best,

A handwritten signature in white ink, appearing to be 'Leo', with a stylized, flowing script.

Leo

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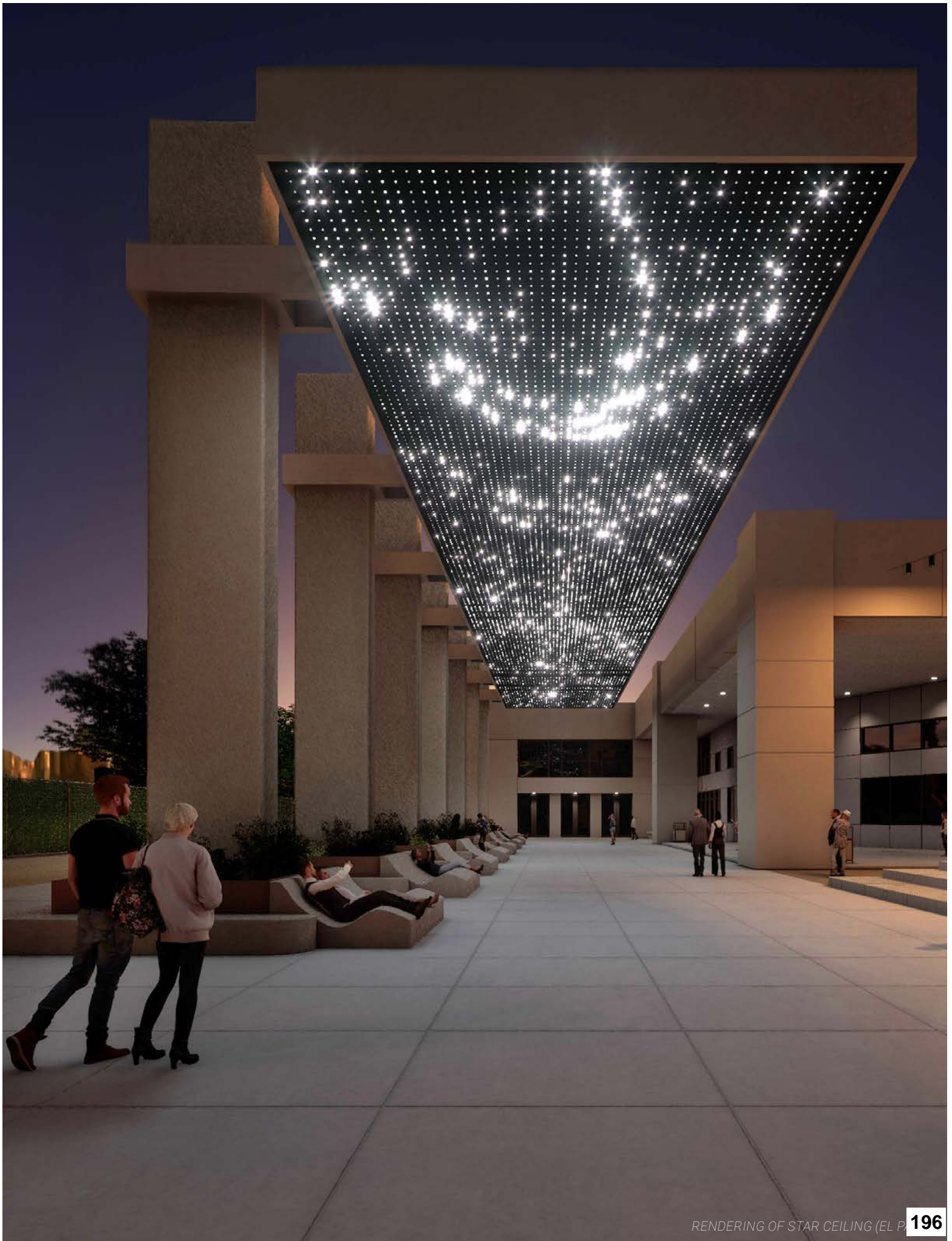
CONCEPT DESCRIPTION

Having grown up in El Paso and Juarez, Leo Villareal has many fond memories from his youth of observing the night sky over the desert, the vast expanse of city lights arrayed across the landscape, the monumental illuminated star on Mount Franklin and the ceiling of the Plaza Theatre with its twinkling constellations and projections of floating clouds. One could argue that these early formative impressions influenced Villareal and the light sculptures he has been creating for the last 20 years that fuse software and LED technology into arrays that evoke pyrotechnic splendor. Villareal's algorithmic artworks, which create non-repeating abstract patterns using code, offer a substantive dimension that is deeper than their immediate optical allure, reflecting on the inner workings of the natural world.

Leo Villareal is honored to present *Star Ceiling (El Paso)*, an immersive artwork for the museum's south entrance plaza that consists of a suspended LED array, zero gravity benches carved out of local stone, and planters filled with species indigenous to the Chihuahuan Desert. A 120 foot long LED array is mounted on the underside of a canopy spanning the seven pillars that compose the existing conceptual pergola. The array is composed of 13,500 individually-addressable, monochrome LEDs that are activated by Villareal's bespoke authoring software. These fixtures are energy-efficient and also bright enough to be vibrant even during periods of full sun. To allow viewers to more fully experience the artwork, Villareal proposes the installation of seven zero gravity benches at 20 foot intervals under the LED display. He is interested in the zero gravity position and its use in early virtual reality experiments. The idea is that by equally distributing body weight, one can create a more powerful sense of immersion. In 2001, Villareal created his first zero gravity bench and has used them in many installations since. Villareal follows in the tradition of artist-created furniture, particularly John Chamberlain's Barges at the Chinati Foundation in Marfa, Texas.

In his site-specific installations, Villareal takes inspiration from the surrounding kinetic activity, manifesting it into ephemeral visual compositions. Hanging overhead, the undulating field of light glows and flickers in abstract patterns that shift in a seamless, non-repeating progression. Moving with a cadence similar to breath, Villareal's sequences suggest rippling water, shifting clouds, flocks of birds, or the vastness of the universe. As Taney Roniger writes, "Villareal's medium is not so much light but code: the invisible algorithms that give life to the otherwise cold and soulless hardware. One of the most profound revelations of digital technology has been that even simple sets of rules elicited by simple yes/no responses can give rise to patterns of astonishing complexity. That those patterns often bear an uncanny resemblance to the forms we see in nature is even more suggestive, as it points to the ontological primacy of information."

During the course of the commission, Villareal will spend time on-site to study how visitors move through and interact with the space. After a period of careful observation and reflection, Villareal will sequence the artwork, adjusting parameters like opacity, speed, and scale to create compositions that respond to and complement the activity in the surrounding area. The resulting public artwork will resonate deeply as Villareal reveals the universal and human responses that bring people together.





RENDERING OF STAR CEILING (EL PASO)





RENDERING OF STAR CEILING (EL PASO)

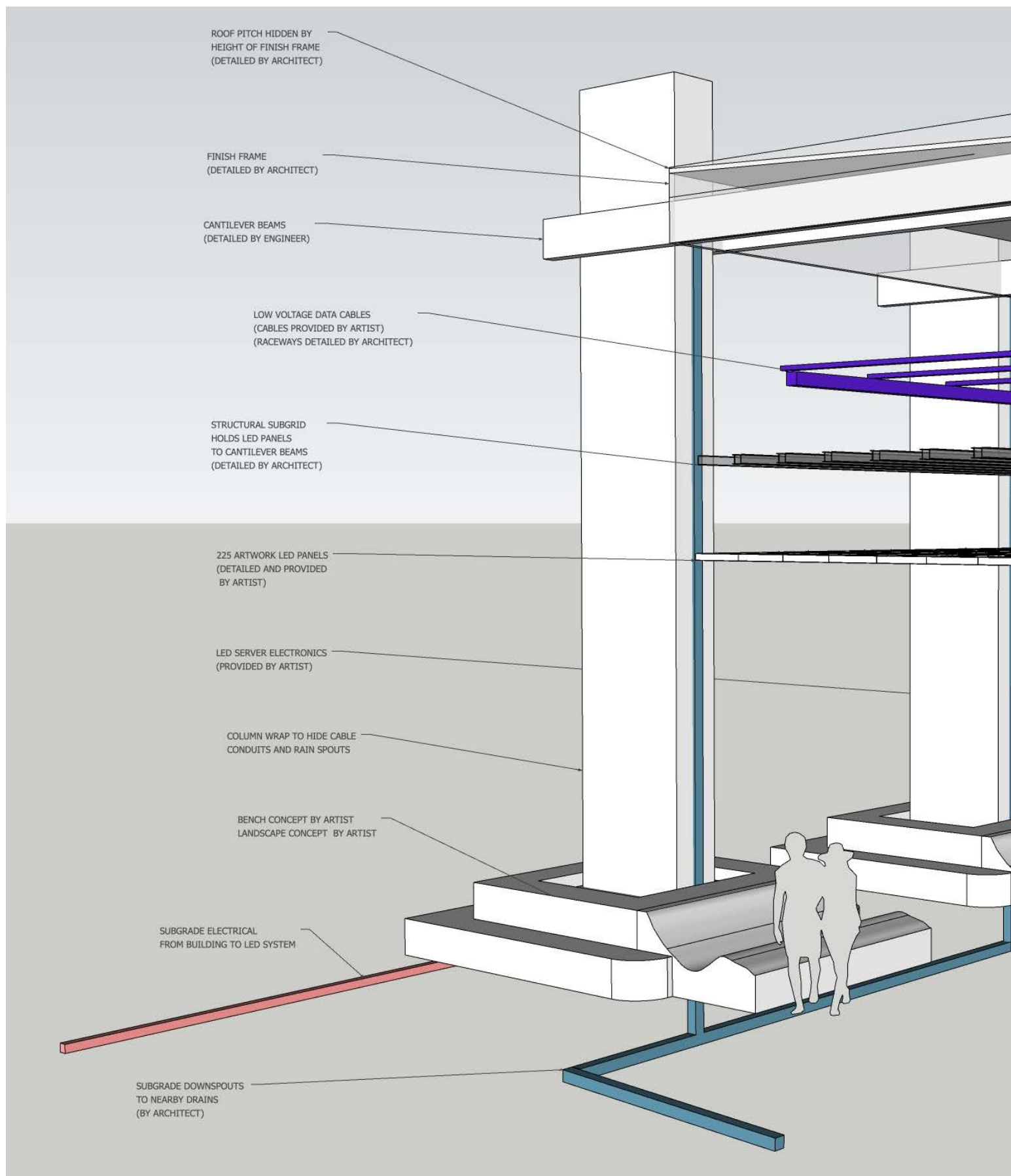


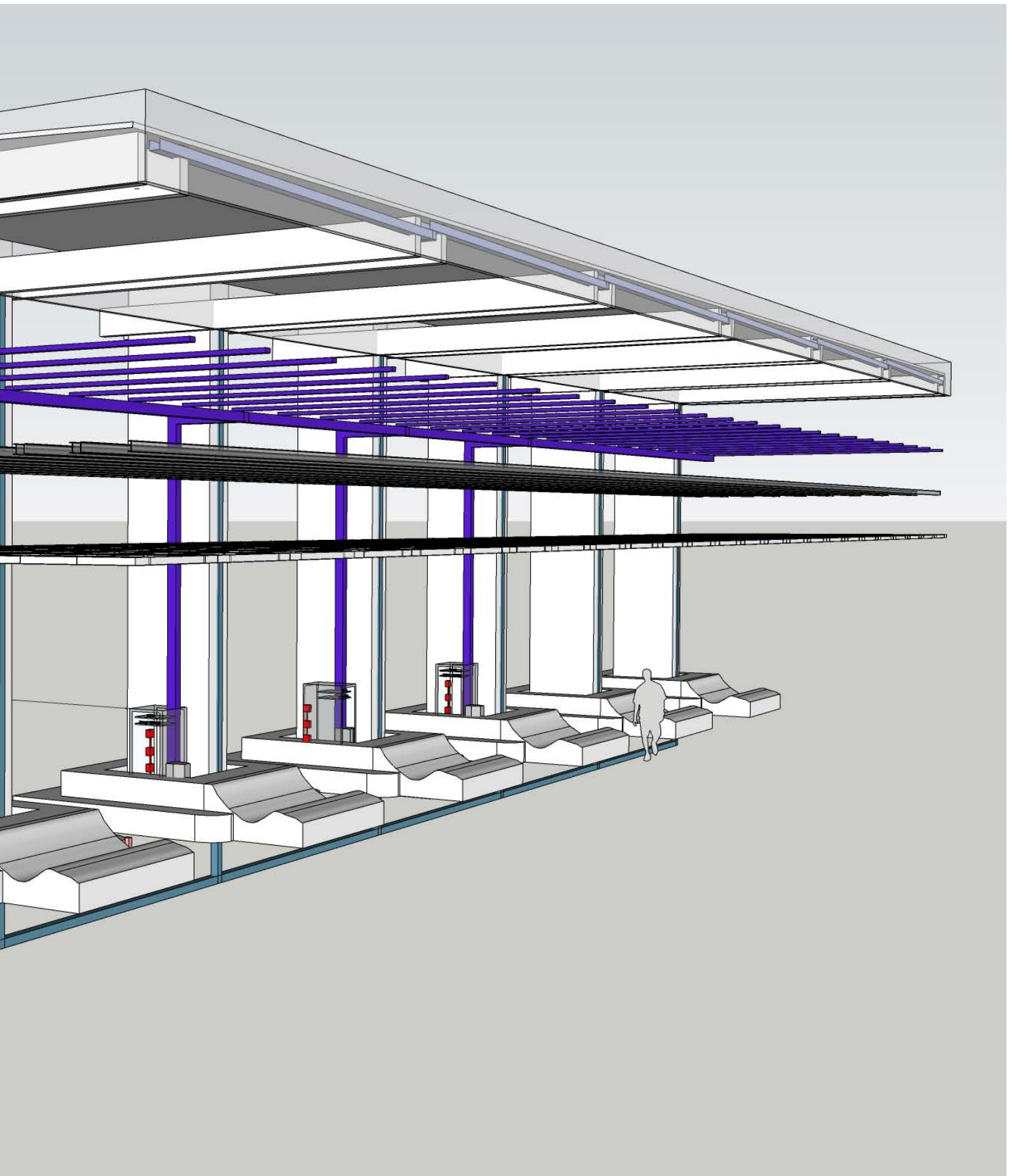


RENDERING OF STAR CEILING (EL PASO)

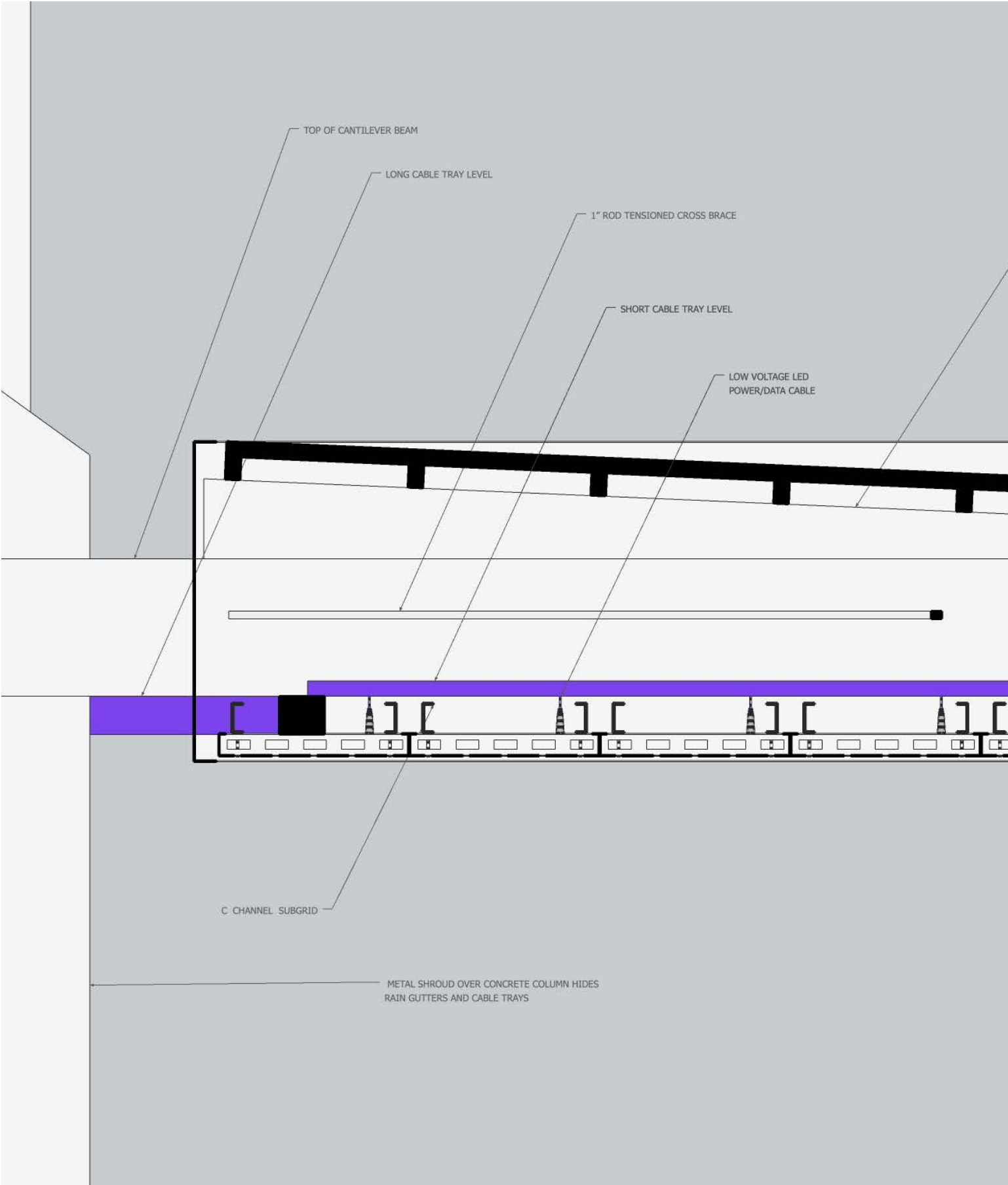


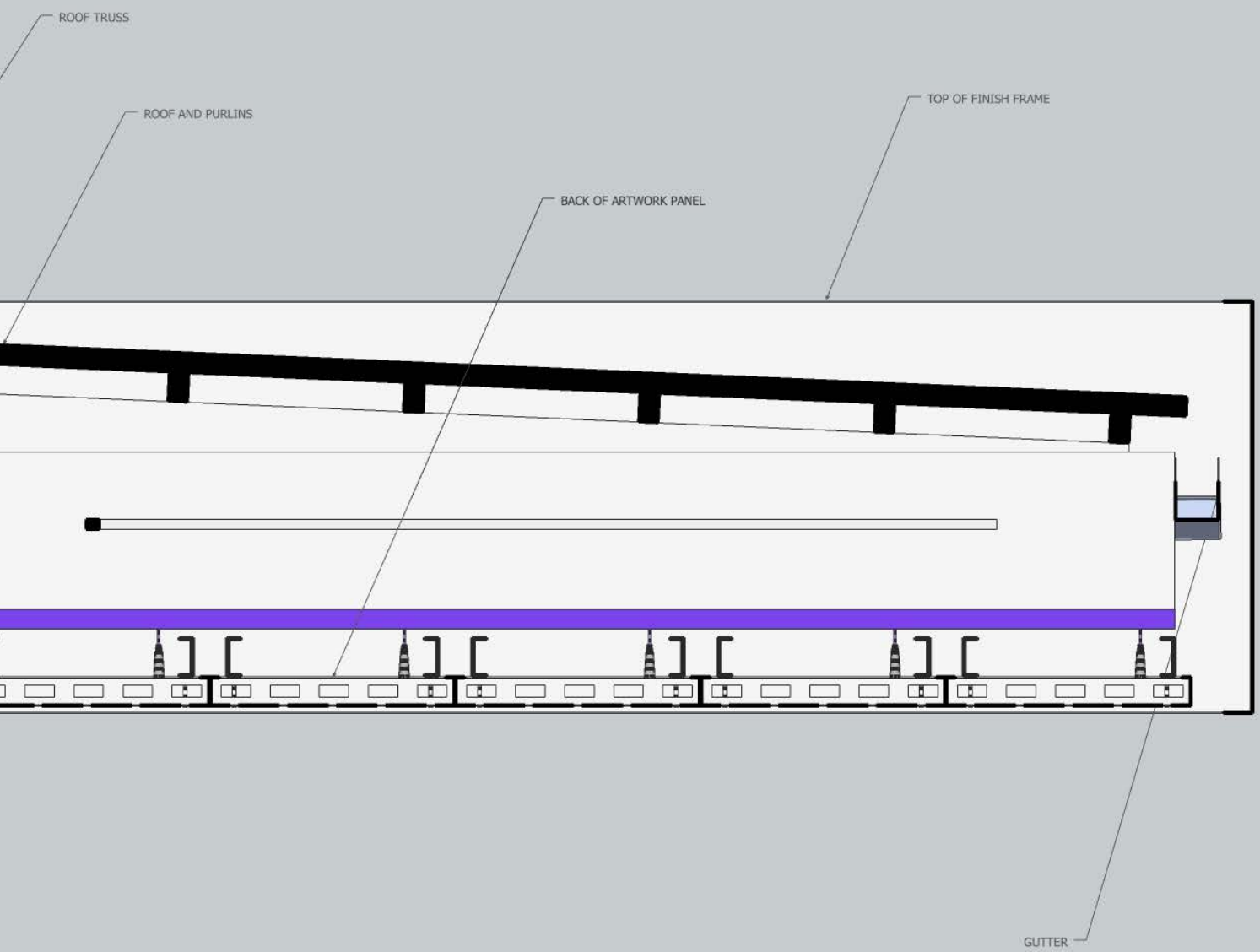
ARTWORK COMPONENTS



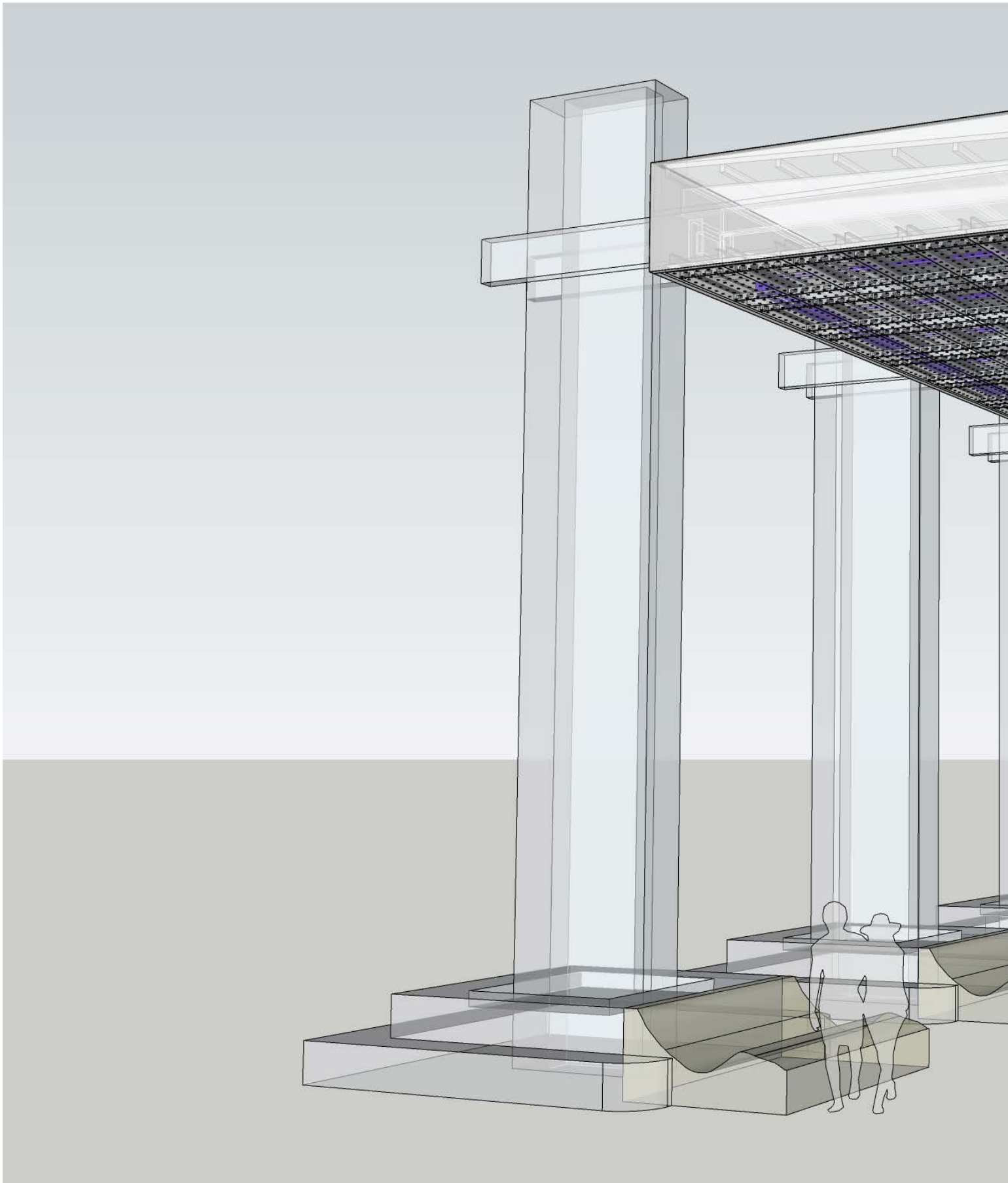


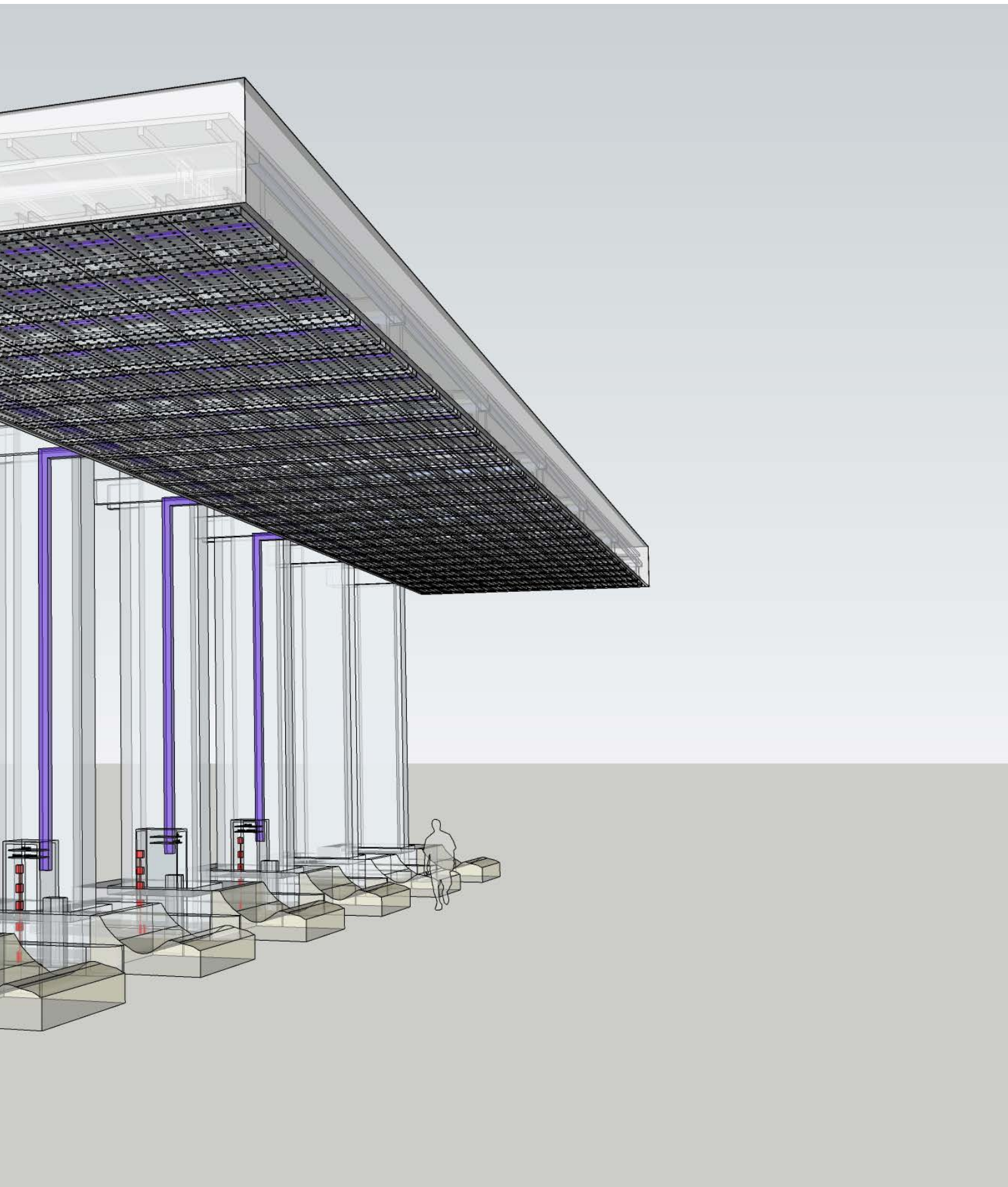
ARTWORK COMPONENTS



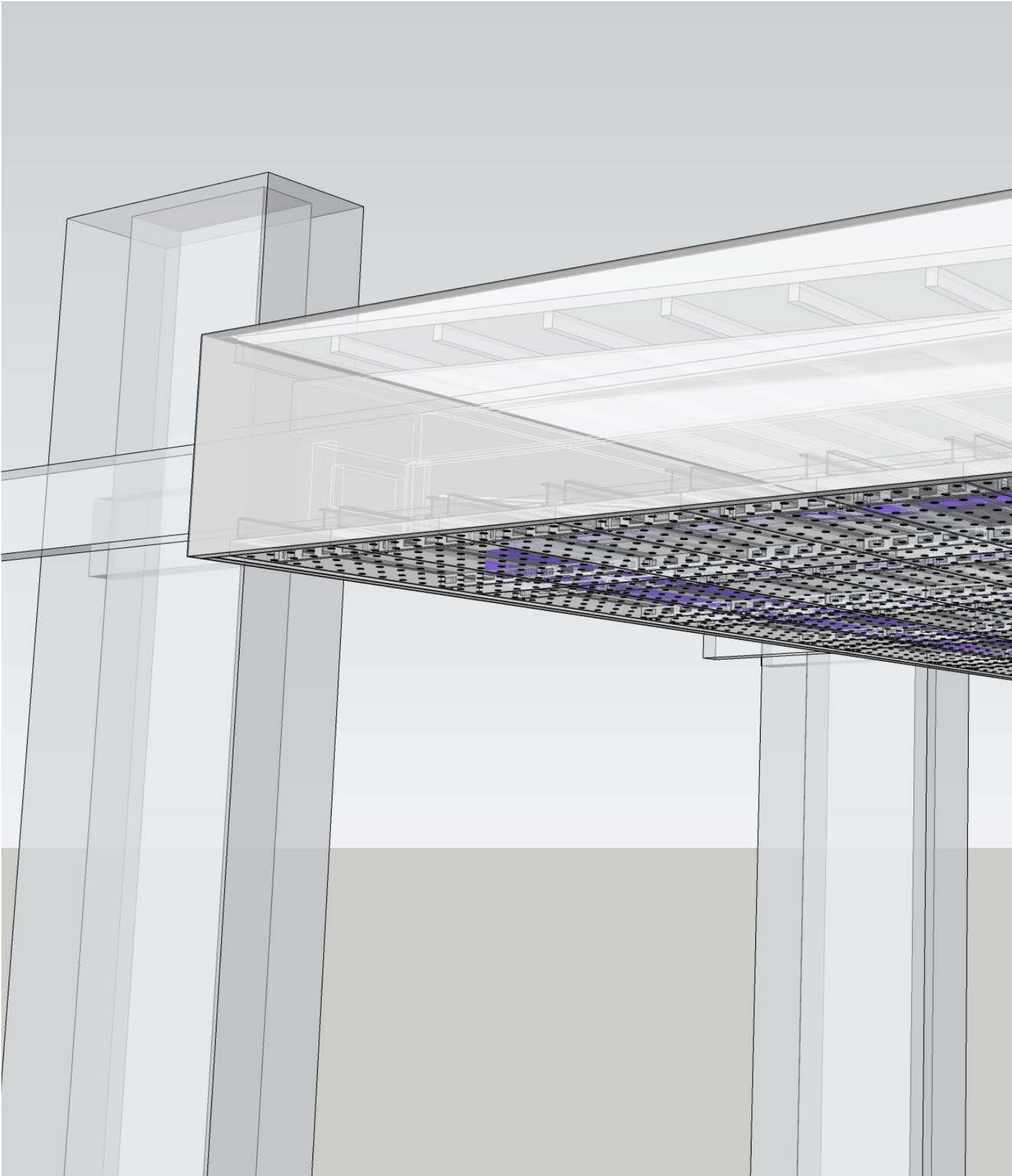


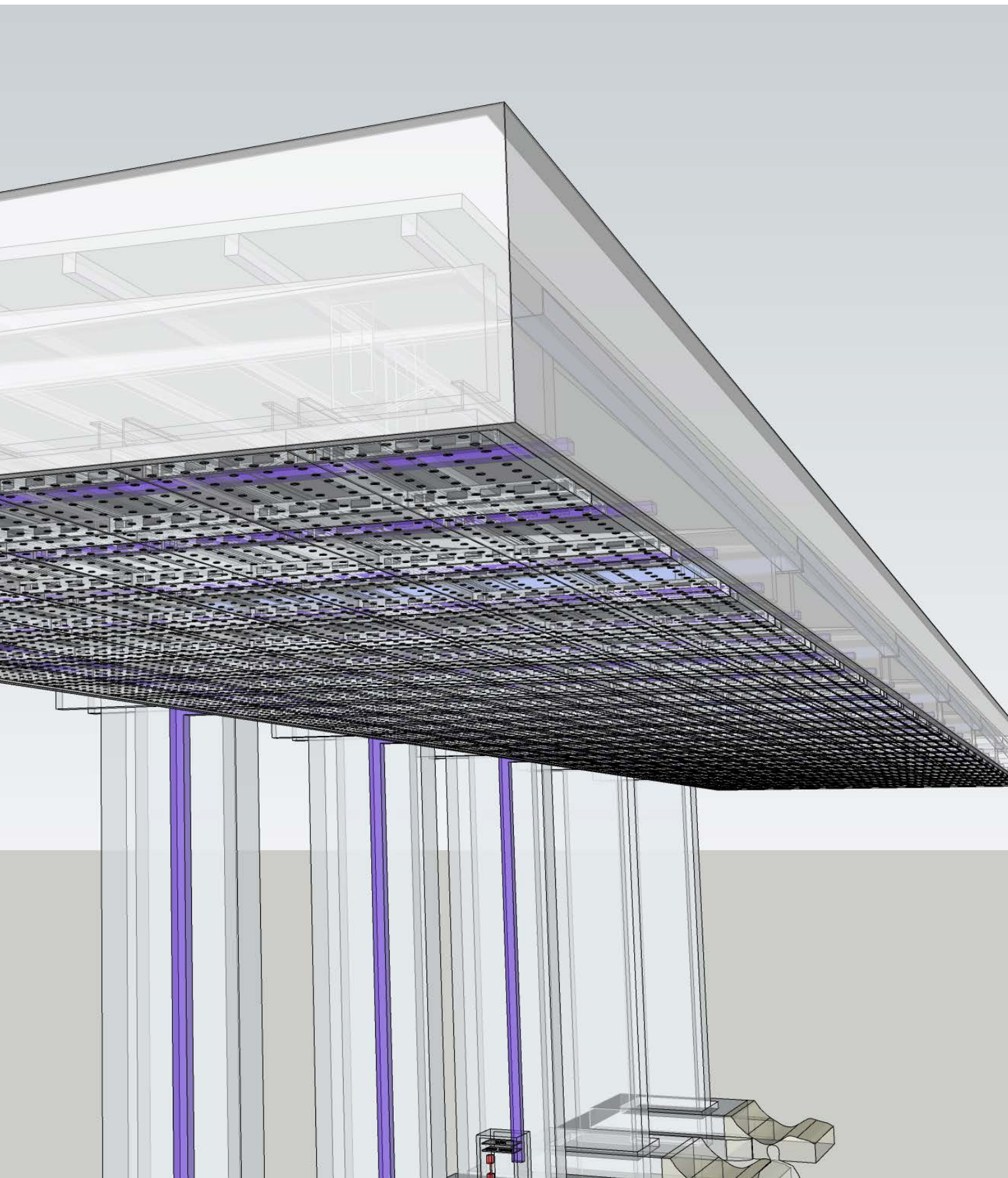
ARTWORK COMPONENTS



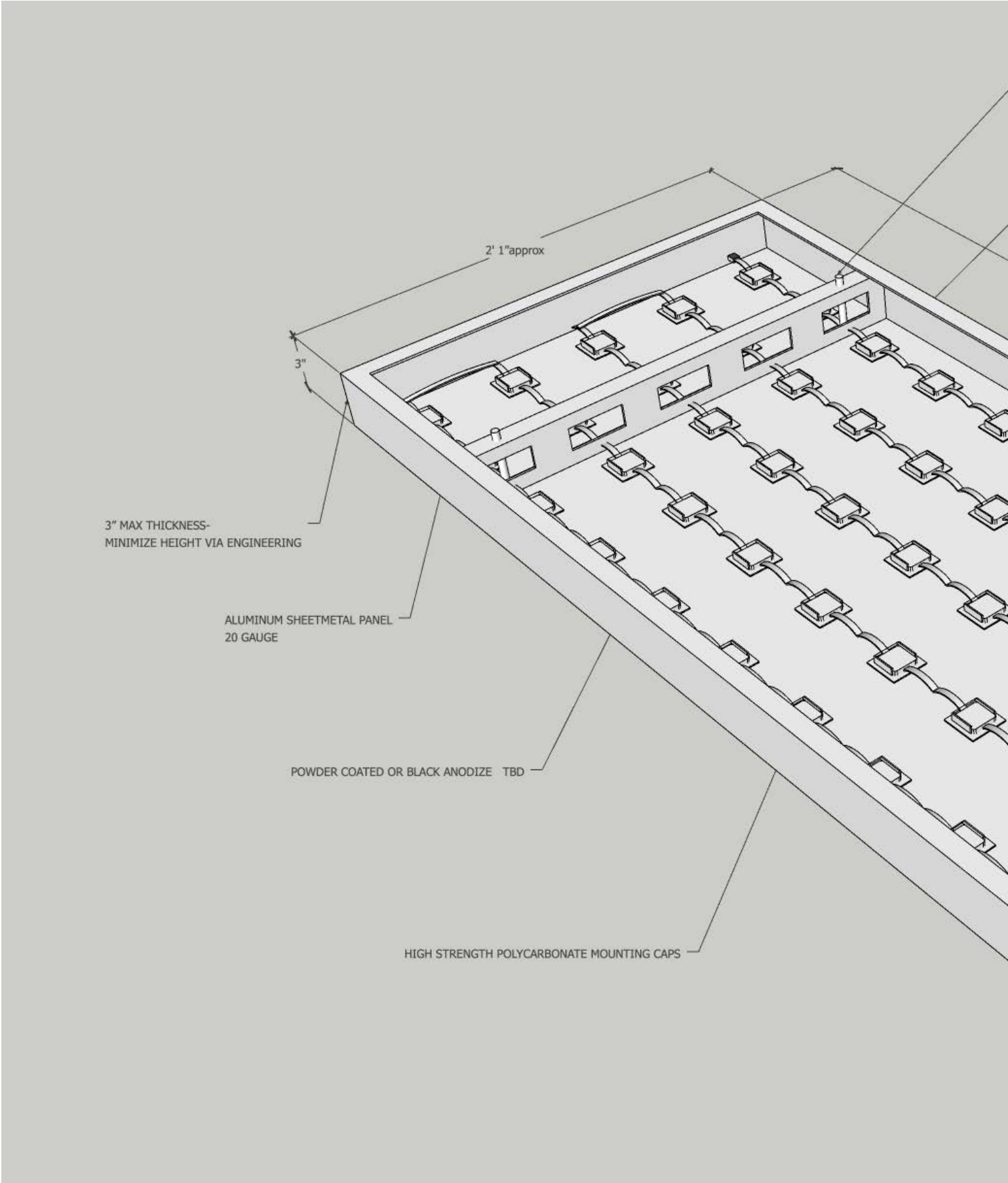


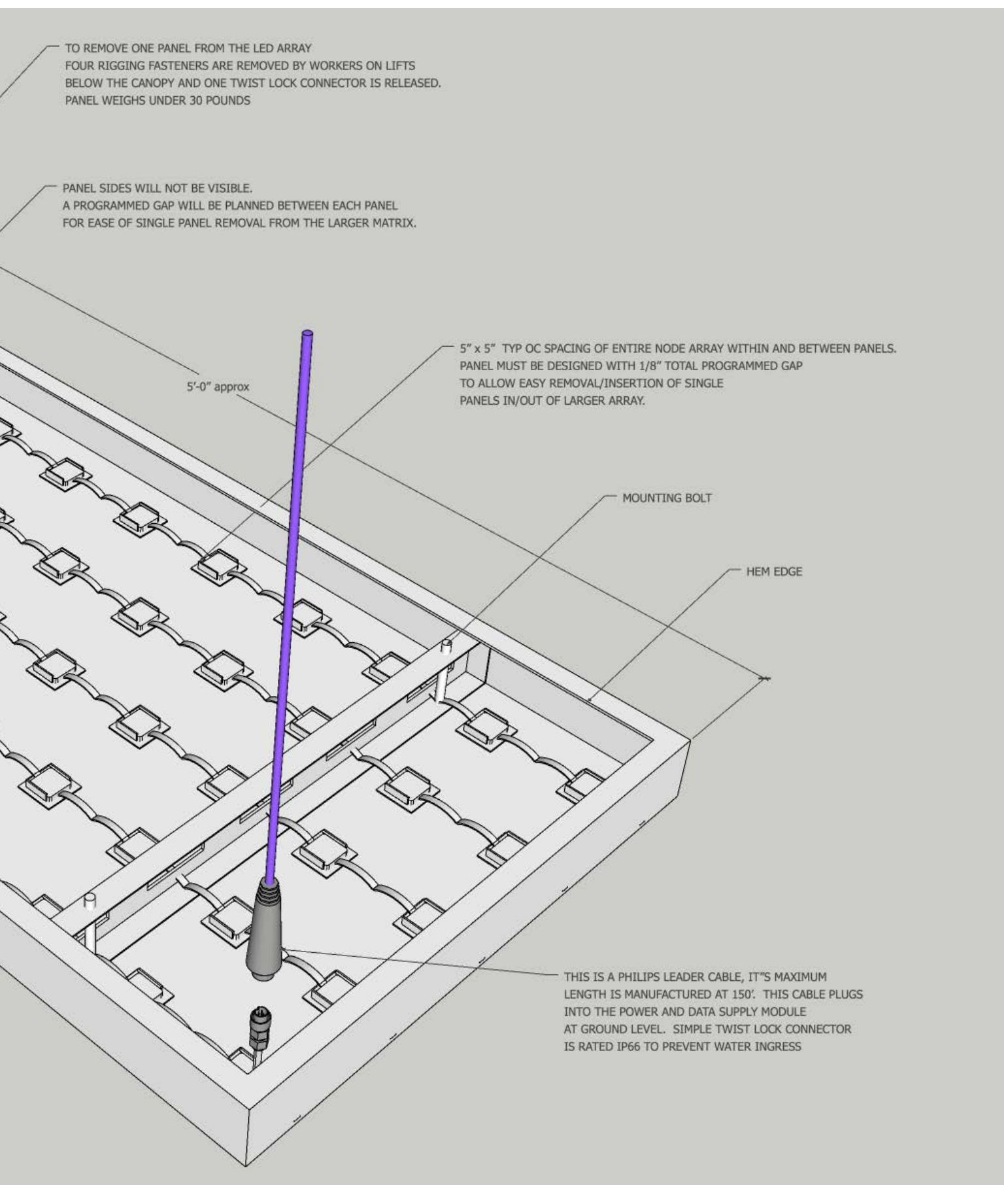
ARTWORK COMPONENTS





ARTWORK COMPONENTS





TO REMOVE ONE PANEL FROM THE LED ARRAY
FOUR RIGGING FASTENERS ARE REMOVED BY WORKERS ON LIFTS
BELOW THE CANOPY AND ONE TWIST LOCK CONNECTOR IS RELEASED.
PANEL WEIGHS UNDER 30 POUNDS

PANEL SIDES WILL NOT BE VISIBLE.
A PROGRAMMED GAP WILL BE PLANNED BETWEEN EACH PANEL
FOR EASE OF SINGLE PANEL REMOVAL FROM THE LARGER MATRIX.

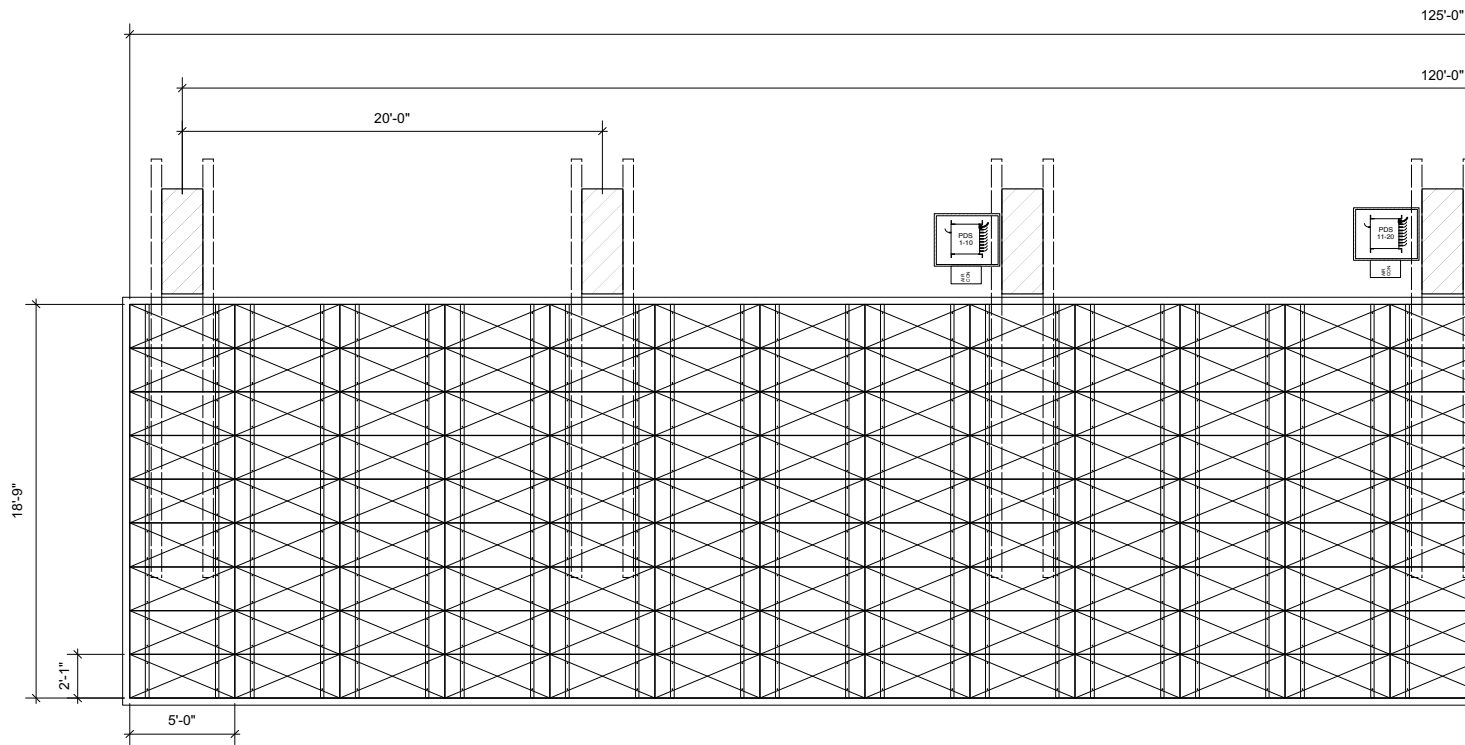
5'-0" approx

5" x 5" TYP OC SPACING OF ENTIRE NODE ARRAY WITHIN AND BETWEEN PANELS.
PANEL MUST BE DESIGNED WITH 1/8" TOTAL PROGRAMMED GAP
TO ALLOW EASY REMOVAL/INSERTION OF SINGLE
PANELS IN/OUT OF LARGER ARRAY.

MOUNTING BOLT

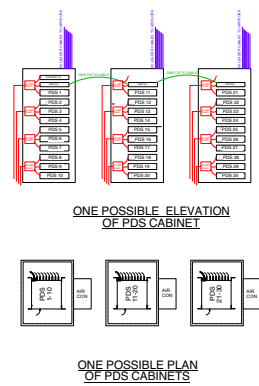
HEM EDGE

THIS IS A PHILIPS LEADER CABLE, IT'S MAXIMUM
LENGTH IS MANUFACTURED AT 150'. THIS CABLE PLUGS
INTO THE POWER AND DATA SUPPLY MODULE
AT GROUND LEVEL. SIMPLE TWIST LOCK CONNECTOR
IS RATED IP66 TO PREVENT WATER INGRESS



PLAN V

EQUIPMENT DETAILS



NOTES ON PDS UNITS (POWER AND DATA SUPPLY) :

- LED's ARE FED POWER AND DATA VIA RACKMOUNTED PREMANUFACTURED PDS UNITS
- 30 PDS UNITS ARE REQUIRED TO DRIVE ALL LED's. EACH PDS UNIT BEARS 8 EXIT PORTS FOR A COMBINED DATA/POWER CABLE TO BE ROUTED TO THE ARTWORK
- PDS RACKS SHOULD BE LOCATED IN A CLIMATE CONTROLLED ENVIRONMENT. A LOCKABLE CLOSET OR GATE IS RECOMMENDED FOR SAFETY AND SECURITY
- DIMENSIONS OF PDS RACKS APPROX 40" wide x 30" deep x 72" TALL. ARTIST WILL PROVIDE 7 SERVER RACKS SUFFICIENT FOR THE TASK, DETAILS TBD
- PDS ENCLOSURES ARE INTERNALLY FAN COOLED AND THEREFORE REQUIRE PLACEMENT IN AN AREA ALLOWING ADEQUATE CIRCULATION FOR COOLING TO OCCUR
- PDS ENCLOSURES CAN BE LOCATED NO FURTHER THAN 150' FROM THE START OF THE FARTHEST STRAND OF LED's
- LED DATA/POWER CABLES ARE NON-SPLICABLE AND MAY NOT BE EXTENDED VIA TRADITIONAL SPLICING METHODS. DISCUSS IDEAL LOCATION OF CONSIDERABLE CABLE SLACK.
- THE PDS UNIT IS A PRODUCT MANUFACTURED BY PHILLIPS. ITEM # sPDS-480ca 24 V

LOCATION OF ALL PDS CABINETS TO BE DETERMINED- PLEASE ADVISE

SERVER EQUIPMENT DETAILS:

THE DRAWING TO THE LEFT DEPICTS A TYPICAL SERVER RACK ARRANGEMNET OF LED SYSTEM GEAR. THIS IS JUST ONE EXAMPLE OF THE PHYSICAL ARRANGEMEENT OF GEAR. ALL EQUIPMENT CAN BE DESIGNED TO FIT INTO SEVERAL SMALLER SPACES.

APPROXIMATE ELECTRONICS LIST AS FOLLOVED (ALL SUPPLIED BY ARTIST):

- 30 PDS UNITS: PHILLIPS 480 ca 24 VT
- 1 DRIVE COMPUTER (ONE FULLY CONFIGURED BACKUP PC WILL BE PROVIDED)
- 3 ETHERNET SWITCHES
- ETHERNET CABLES SUFFICIENT TO COMPLETE THE SYSTEM
- LEADER CABLES SUFFICIENT TO COMPLETE THE SYATEM (240+ 3% EXTRAS)

POWER DETAILS:

REQUIRED POWER: 3 PDS UNITS MAY RUN OFF ONE 20AMP EDISON QUAD BOX. THIS ALLOWS AMPLE OVERHEAD ON EACH CIRCUIT. INSTALLATION REQUIRES A MAXIMUM OF 12 20AMP QUAD BOXES DEPENDING UPON FINAL PHYSICAL LAYOUT OF THE EQUIPMENT

EACH PDS UNIT DRAWS APPROXIMATELY 5 AMPS IF LED'S ARE POWERED TO 100% BRIGHTNESS. DURING NORMAL PLAYBACK IT IS SAFE TO ASSUME AN APPROXIMATE 40% POWER DRAW MAX DUE TO THE CONSTANT DIMMING OF ALL LED'S AT ALL TIMES.

LEADER CABLE ROUTING:

EIGHT POWER/DATA CABLE BUNDLES EXIT THE REAR OF EACH PDS UNIT AND TRAVEL TO THE ARTWORK. EACH CABLE MAY BE FIELD SHORTENED AT THE PDS END OF THE CABLE ON THE ARTWORK.

NOTE: PHILLIPS LEADER CABLE PATHS MUST NOT EXCEED 150' OF TRAVEL FROM THE PDS UNIT TO THE ARTWORK.

NOTE: ALL CABLES BEING BETWEEN ELECTRONICS AND THE ARTWORK AREA

SERVER CABINET COOLING DETAILS:

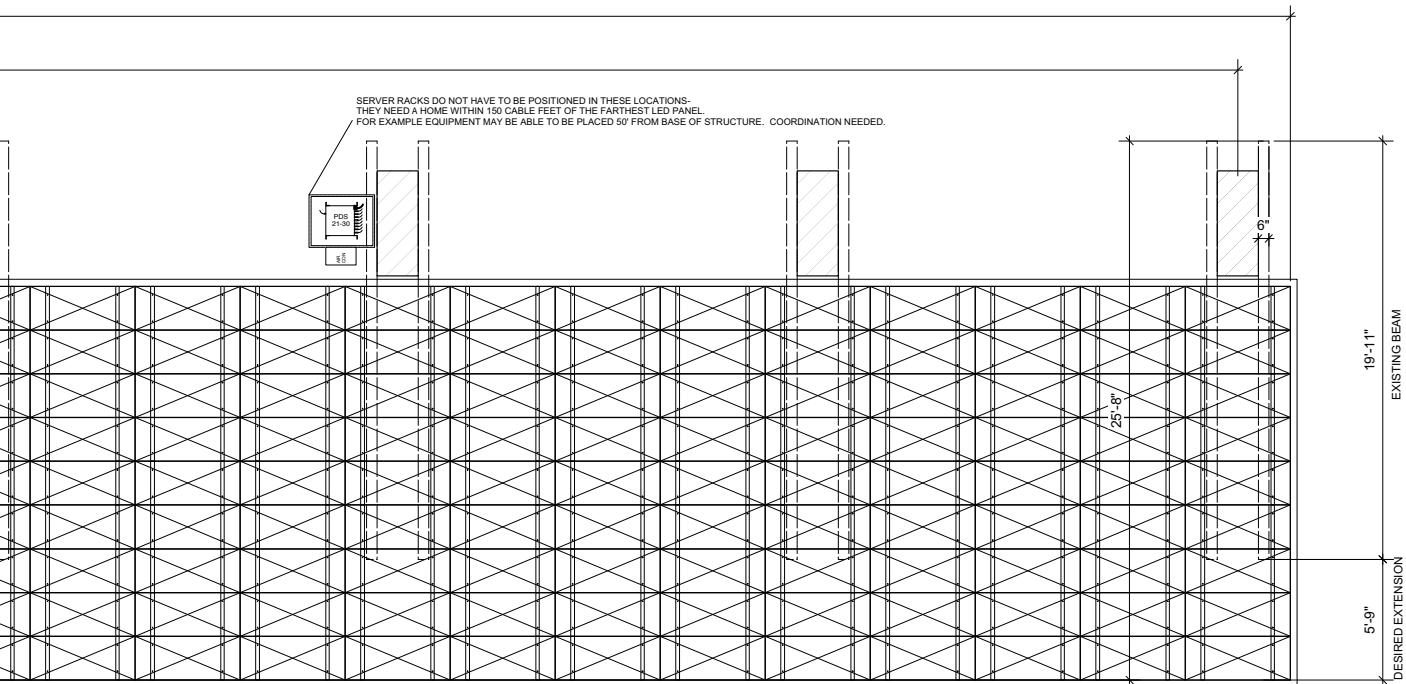
- EACH PDS UNIT PRODUCES 410 BTU/Hr WHEN ALL LED'S ARE RUNNING FULL BRIGHTNESS

- MAXIMUM OPERATING TEMPERATURE BEFORE FAILURE IS 130 DEGREES F

- STANDARD SIZED AIR CONDITIONED EQUIPMENT RACKS CAN BE PURCHASED

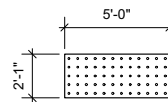
PROJECT:		EL PASO M
DRAWN:		
SCALE:		1/4" = 1' 0"
NOTES:		

MUSEUM OF ART



VIEW

TYPICAL ARTWORK LED PANEL



- THE ARTWORK CONTAINS 225 LED PANELS, 60 LED'S PER PANEL, 13,500 LED'S IN TOTAL
- EACH LED CONSUMES 1 WATT OF POWER IF AT 100% BRIGHTNESS
- PANEL ARRIVES ONSITE READY TO INSTALL
- INSTALLATION MAY OCCUR FROM BELOW - 4 SIMPLE FASTENERS PER PANEL
- ALUMINUM SHEET METAL CONSTRUCTION- POWDERCOATED
- LVS WILL ENGINEER THE PANEL AND FASTENERS FOR WIND, SEISMIC, GRAVITATIONAL LOADS
- 225 PANELS ARE REQUIRED FOR THE ARTWORK, A NUMBER OF EXTRA PANELS WILL BE DELIVERED FOR TYPICAL REPLACEMENT PROCEDURES
- LED NODES ARE EASILY REMOVED FROM PANELS FOR REPLACEMENT. ONCE PANEL IS AT GROUND LEVEL THE LED REPLACEMENT PROCESS IS A 15 MINUTE PROCESS FOR ONE PERSON.
- A LIGHTWEIGHT SUBGRID MUST BE DEvised AS A STRUCTURAL INTERFACE BETWEEN THE EXISTING STRUCTURE AND THE LED PANELS

DO NOT TRAVEL OUT OF THE ELECTRONICS ENCLOSURE AND UP THE VERTICAL COLUMNS TO THE ARTWORK. CABLES SHOULD BE BUNDLED IN SETS OF NINE TO CORRESPOND TO THE NINE ARTWORK
FROM THE BACK OF THE POS'S TO THE FARTHEST LED PANEL. THIS LENGTH THRESHOLD WILL BE A PRIMARY DRIVER WHEN INVESTIGATING OPTIONS FOR OPTIMIZED EQUIPMENT LOCATIONS.
LV.

THE LOW VOLTAGE

ALL WHITE AT 100%
NORMAL OPERATING TEMP IS APPROXIMATELY 115°F WHEN THE EQUIPMENT IS PLACED WITHIN IN A 75 DEGREE ENVIRONMENT.
FROM LOCAL MANUFACTURERS, CUSTOM SIZED ENCLOSURES CAN ALSO BE SPECIFIED FROM SOME RETAILERS.

L E O V I L L A R E A L				
MUSEUM OF ART	REVISION	A 1		CLIENT
	REVISION			
	REVISION			
	REVISION			ADDRESS
		PLATE		
	ARTWORK PANEL PLAN VIEW			ARCHITECT OF RECORD
				DATE OF DRAWING
				MARCH 31, 2020

LED SYSTEM

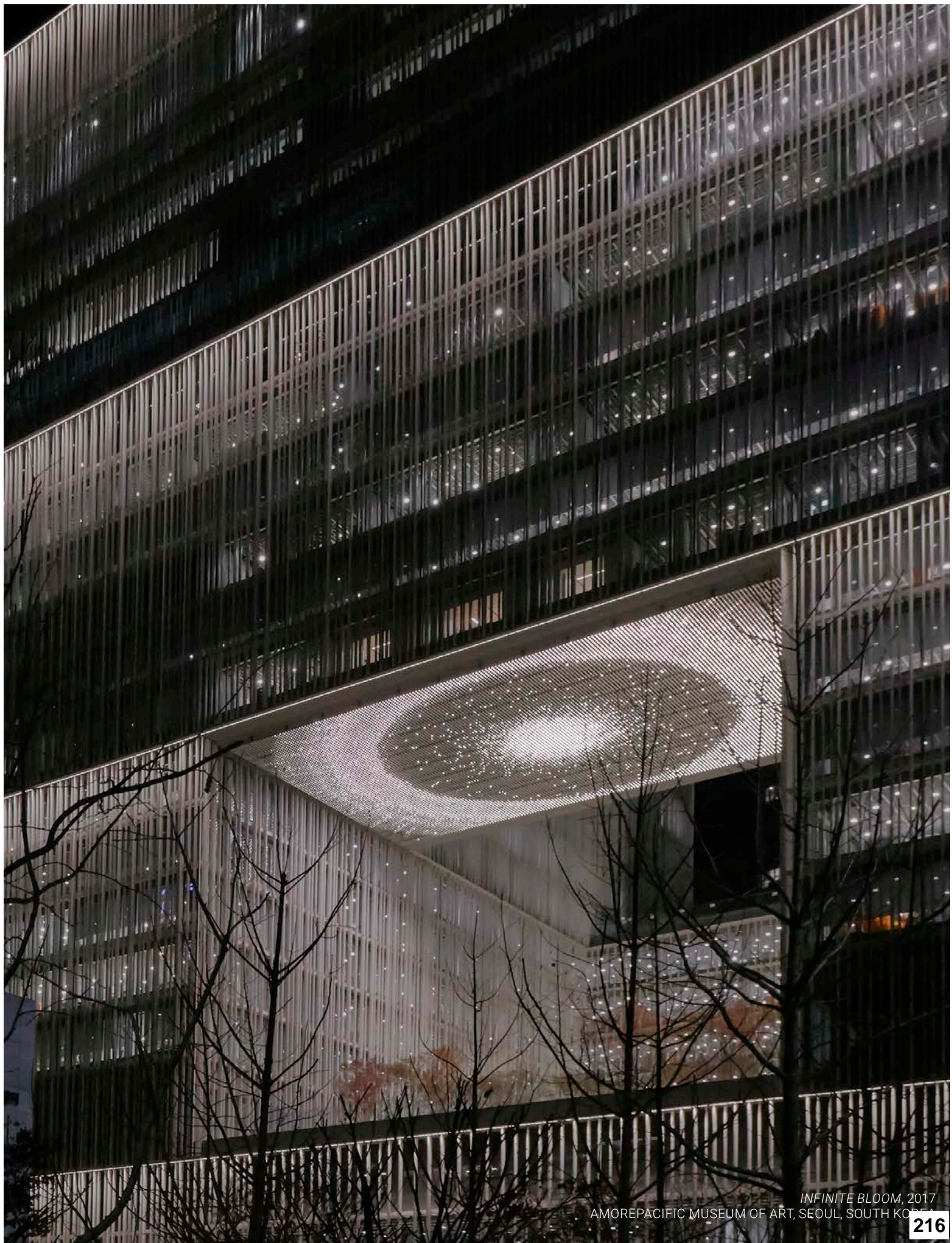
The animated light patterns central to the artwork will be displayed on an array of custom designed and fabricated LED panels provided by the studio. Each LED panel will contain 60 individually-addressable LED nodes arranged on 5-inch on-center spacing. The artwork will contain a total of 225 LED panels, for a total of 13,500 LEDs.

The studio has specified a Philips Color Kinetics product (eW Flex Compact 1" diameter white LED) for this installation. This LED product, which is in use in Leo Villareal artworks worldwide, offers efficient and consistent light output and can withstand extreme weather conditions over long periods of time. The LEDs are visible in daylight; each draws 1 watt of power when turned on at full brightness.

The eW Flex LED product line includes two other accessories to complete the system: (1) a Power Data Supply Unit (PDS 480s 24v) to deliver power and data to the lights and (2) a Leader Cable to connect each linear strand of 60 LEDs to the Power Data Supply Unit. Each LED panel features 60 individually-addressable LED nodes in a single strand, and one leader cable is required to connect that strand to the Power Data Supply Unit. One Power Data Supply Unit is capable of controlling up to eight LED panels.

Approximately 30 Power Data Supply Units will be needed to drive the artwork. The Power Data Supply Units are rated for indoor use and can be mounted within three NEMA-rated air-conditioned server racks to protect them from the elements. These racks must be located within 50 feet of the artwork footprint. If no appropriate location can be found, alternate power and data strategies can be formed during the schematic design phase.

The Philips lighting products that are specified are rated to last 56,000 hours if driven at 100% brightness 24 hours per day, every day of the year. Mr. Villareal's light sequences feature a range of brightnesses and never are driven to 100% brightness. In addition, the artwork may or may not be programmed to be on 24 hours per day. Given this intended use of the product, it is reasonable to assume that the Philips equipment specified will last longer than ten years. The studio's artwork operation manual will offer direct-ordering information for the products so that additional replacement stock may be ordered, as desired. The LEDs are designed to snap in and out of the artwork panels, making replacement efforts a routine task that can be performed by the building's maintenance staff. Please see the maintenance section of the proposal for further detail.



INFINITE BLOOM, 2017
AMOREPACIFIC MUSEUM OF ART, SEOUL, SOUTH KOREA

PROJECT PHASES

Realizing a well-integrated and robust artwork will require careful study of the site and coordinated planning of the artwork's aesthetic and technical requirements. The museum and their team members will be responsible for preparing the site according to specifications provided by the studio, and the studio will collaborate closely with these team members to help create an efficient process. We suggest that the artwork planning and implementation unfold in the following phases:

Schematic Design: begins with detailed site surveys and ends when project costs are quantified

Design Development: subcontractors produce final technical drawings for studio review and approval

Site Preparation: begins when general contractor is contracted to implement the developed design drawings and ends when all site criteria are complete and the canopy is ready to accept LED artwork panels

Installation: begins when LED artwork panels arrive at the site and concludes after LED systems tests are complete

LED Systems Testing: begins when LVS studio technician(s) arrive onsite. This phase includes any problem solving that may be needed to ensure clean delivery of power and data to each pixel in the LED array. Testing is complete when all systems hardware and the studio's proprietary software are fully commissioned and ready for sequencing.

Artwork Sequencing: begins when Mr. Villareal arrives on site to create the artwork's light patterns. The process concludes when sequences for all times of day have been finalized and all programming is saved on the artwork control computers.



SCHEMATIC DESIGN PROCESS

Collaboration between Villareal Studio, Architect, and General Contractor

Required Consultants: Structural Engineer (retained by LVS), Electrical Contractor (retained by Architect), Landscape Architect (retained by architect)

The goal of the schematic design phase is to develop the designs for the supporting aspects of the project (including column preparation, canopy construction, electrical site preparation, landscaping, seating, and LED panel installation preparation) to a degree suitable for cost analysis.

In the leadup to the schematic design phase, the local architect will identify key consultants including a general contractor, a landscape architect, and an electrical contractor for the museum's and the studio's review. Once all of the consultants have been selected and their individual scopes have been defined, the schematic design process may begin with initiation of site surveys.

The concept designs included in this proposal will serve as the starting point for a deeper technical collaboration with the architect and the general contractor that will occur during the schematic design phase. LVS will retain structural engineering firm Craft Studio during this phase to optimize the existing parametric canopy model to ensure that aesthetic objectives can be prioritized as the technical design develops. Early input from the builder during the schematic design phase can be crucial in developing a dependable order of operations for installation and a predictable project schedule. The landscape architect will advise regarding plant species, planter design, and irrigation. The electrician will design the electrical service and electrical cable conduit runs, offering code-compliant strategies for routing power from the power source to the base of the existing column array and distributing the power to the lighting equipment provided by the studio. The studio's chief responsibilities in the schematic design process will be to (1) ensure that the LED system requirements are satisfied, (2) see that efficient installation modes are adopted, and (3) confirm that the artist's aesthetic objectives are met.

The collaborative work performed during this phase will ensure that the canopy structure is robust and simple to erect, that the artwork is maintainable, and that the supporting design aspects represent a coherent whole. The process will help establish clean lines of direct communication and will provide a strong basis for streamlined project management and execution.

SITE SURVEYS

The plaza contains a number of existing features that require careful documentation and measurement. A structural column survey, demolition survey, electrical survey, and landscape survey will be required. We propose that a local architect be engaged to initiate these surveys at the beginning of the schematic design phase and to ensure that all information contained in them is complete.

The criteria for the surveys will emerge from a collaborative design process during the schematic design phase. Having accurate facts about the existing site conditions will allow the team to obtain reliable cost estimates and will pave the way for a smooth permitting process. A general outline for these surveys is as follows:

Structural Column Survey: To begin the process of engineering the cantilevered canopy our team will require an As Built drawing of the existing column stamped by a structural engineer. A detailed section of one typical column, its footing, and its internal structural buildup should be included in this document. This data may already exist in an existing drawing set. (NB: The drawing set provided to the studio during the concept design phase contains a reference to detail plates that are not included. If it is possible to locate these detail plates, further structural analysis may not be necessary.) If the data cannot be found within an existing drawing set, it will be necessary to engage a local engineer to verify the existing column conditions above and below the sidewalk grade. A traditional dimensional survey or a more exacting point cloud model may be needed in order to detect nuanced relationships between columns.

Demolition Survey: In order to realize the new vision for the ground-level elements of the artwork, it will be necessary to remove the existing planter that runs the length of the column array. A demolition survey will quantify the labor, the cost, and the site impacts associated with removing the existing planter.

Electrical Survey: An electrical site survey will determine whether the artwork's estimated electrical draw is available within the museum's existing power infrastructure. The studio's preliminary estimates suggest that a new subpanel containing five 20 AMP circuits at 220 volts may be required. Actual equipment draw will be under 50% of this required supply. The museum's electricians should review these requirements and make recommendations about whether additional power infrastructure will be required. An electrical contractor should then review the site and offer code-compliant strategies for routing power from the power source to the base of the existing column array and for distributing the power to the lighting equipment provided by the studio.

Landscape Survey: A landscape survey will determine the feasibility of the new planter array and will inform strategies for irrigation and subgrade drainage for the planters as well as the runoff from the 2,400 square-foot LED canopy. Existing seating features and surface treatments should be photographed for artist review.

The surveys detailed above should be coordinated by the project architect, and the data collected can then be shared with the studio for review.

ARTWORK DETAILING AND PROJECT COST ESTIMATION

Mr. Villareal will collaborate with a local architect to complete the aesthetic detailing of the canopy, the landscaping, the seating, the plantings, and the surrounding surface treatments that, together, compose the artwork. This aesthetic detailing of the environment may include a review of adjacent lighting in order to shape ideal evening viewing conditions for the artwork. After the visual aspects of the site modifications are quantified (along with the unseen site alterations such as electrical work, drainage, and surface preparations), the architect will communicate the proposed modifications in technical terms to consultants in order to seek cost estimates. The schematic design phase will be complete when Mr. Villareal has approved the design (including all materials and finishes) for conformance with his concept, when the studio has reviewed the design for compliance with the LED system's technical requirements, and when project costs have been quantified.

SCOPES OF RESPONSIBILITY

The studio will work closely with the El Paso Museum of Art's contractors to integrate the artwork into the site. Below please find an outline of how the studio proposes to share responsibilities:

Leo Villareal (Artist) will be responsible for:

- Creation of the artwork concept, including a full reconceptualization of the artwork site (the artwork is defined as the LED canopy, the structure, the seating, and the landscaping)
- Creation of all artwork renderings
- Creation of preliminary technical concepts in support of the artwork, including LED system support requirements, electrical requirements, and custom bench design
- Concept-level canopy detailing and engineering analysis sufficient for proof of concept
- Provision of aesthetic criteria for landscape design
- Creation of preliminary site plan and elevation
- Creation of all final technical documentation for LED system including detailed instructions for LED cable handling and artwork panel handling
- Collaboration with architect, general contractor, and all subcontractors in order to ensure the successful execution of the creative vision
- Provision of one technical liaison to coordinate technical details relating to studio deliverables
- Provision of structural engineering services through schematic design phase
- Provision of final build drawings of LED panel module during schematic design phase
- Provision of instruction set defining the order of operations for installing LED support systems and control hardware
- Provision of all LED system hardware, LED artwork panels, and drive computers

Architect: Project Coordinator will be responsible for:

Schematic Design

- **Suggest and agree upon** key team members as follows:
 - General Contractor - interview several GC's to determine suitability. Budgets and construction strategies to be established as a pre-construction service
 - Structural Engineer (Craft Engineering Studio)
 - Mechanical | Electrical Engineer
 - Civil Engineer (if needed)
 - Landscape Architect
- **Review** with Leo Villareal project aesthetics, program, and other information furnished as applicable to code and regulation requirements.
- **Obtain and identify** pertinent information about the project's physical characteristics, such as:
 - Size
 - Geotechnical reports (if needed)
 - Site Boundaries | Legal Description of site
 - Availability of public and private utilities | services
 - Produce specifications defining the demolition of the existing ground-level planter and the existing decorative (non-structural) elements on the column array

- Coordinate site surveys for Electrical, Landscaping, Demolition, and Column Structural review and submit resulting data to LVS
- **Collaborate** with Leo Villareal upon all project aesthetics and **provide design solutions for:**
 - LED panel integration with framework + fascia
 - Placement within the site of LED systems equipment and cooling equipment
 - Roofing | waterproofing | drainage + gutter development
 - Landscape elements, i.e. benches and other possible landscape features
 - Design solutions for cables, conduits, access panels, and other technical support (including sub-grid specifications, distribution methods, and location of low-voltage cable transits)
 - Materials and finish submittals (including procuring physical samples for review by artist)
- **Coordinate and communicate** all applicable design criteria to project team and develop project components (including coordinating with studio's structural engineer to produce a developed design of the existing structure and integrate suggested connection methodologies throughout the structure)
- **Prepare preliminary design documents** consisting of plans, sections, elevations, study model if appropriate, sketches, and digital representations. This will include a set of landscape bid drawings for GC including all below-grade trenching, systems integration, topical ground treatments, and additional site lighting (3D visuals to be produced by LVS)
- **Engage General Contractor** to provide pre-construction services such as preliminary estimate of Cost of Work (including electrical and landscape elements) and, if needed, alternative approaches to design and construction of the project
- **Submit** to Leo Villareal Studio and museum preliminary estimate of the Cost of Work and Schematic Design Documents for approvals

Design Development

Refine the design

Construction Documents

Prepare detailed drawings and specifications for the GC

Contracting of Subcontractors

Review and evaluate bids

Construction Administration

Assist the museum in ensuring that the design is implemented in accordance with drawings and specifications and in a way that is consistent with artistic vision

SCOPES OF RESPONSIBILITY

Landscape Designer

- Respond to aesthetic criteria furnished by the artist and architect to prepare necessary site plans, specifications, and cost estimates
- Produce drawings suitable for build detailing landscape elements, drainage, and irrigation
- Submit materials and finish samples (including procuring physical samples for review by artist)
- Possible coordination of ground plane accent lighting during schematic design and design development phases
- Possible procurement or preparation of BOM for procurement by others

Structural Engineer

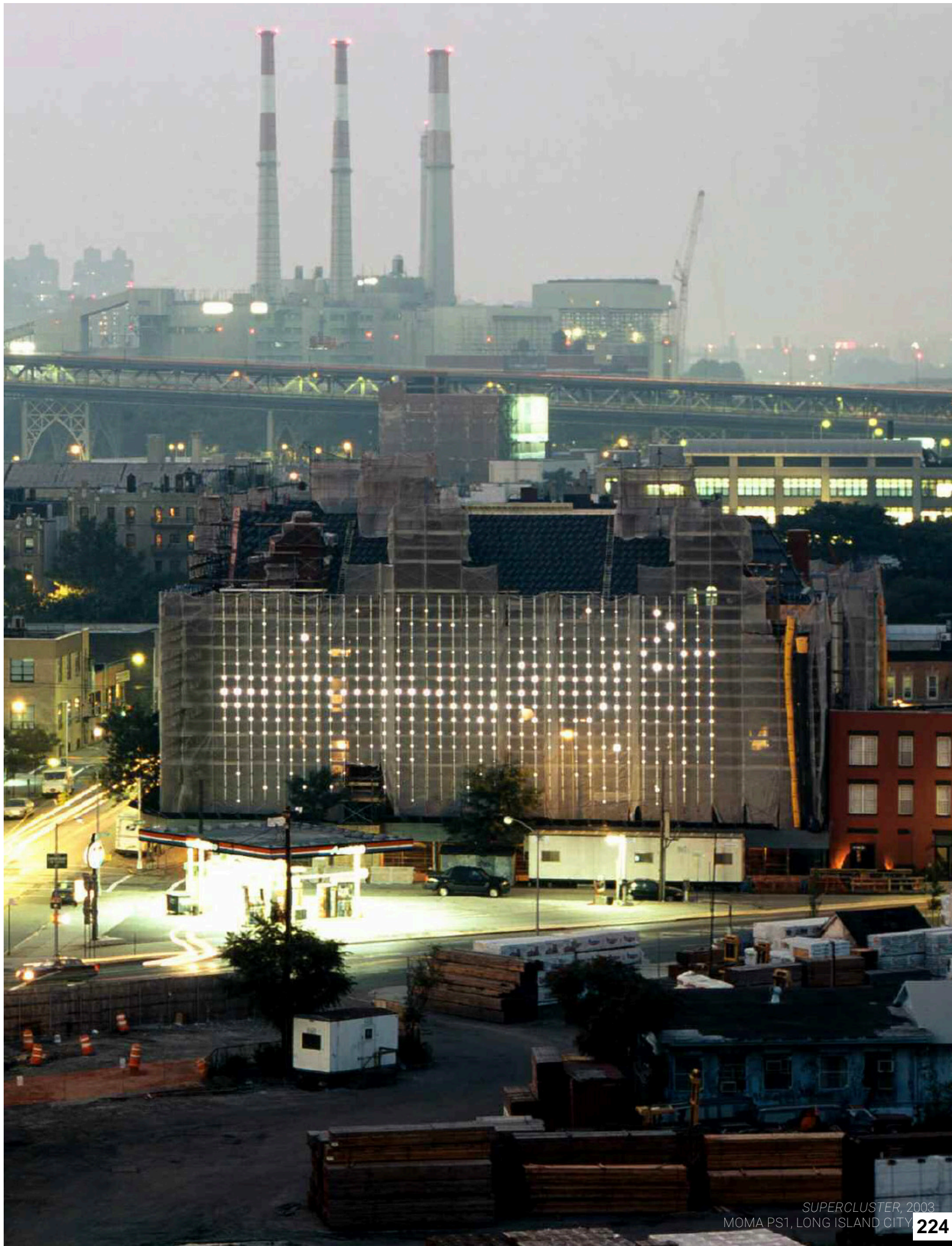
- Perform preliminary analysis of the existing structure during concept phase
- Collaborate upon strategies to arrive at a successful set of developed designs and make recommendations regarding feasibility for wind, gravitational, live, and seismic loads
- Collaborate with studio and project architect in the development of structural sub grid, LED panel array, outer framework and fascias, and cable transits so that all weights and measures can be quantified for analysis within Robot model
- Produce preliminary 50% calculation report describing loading criteria during schematic design phase
- Produce final 100% calculation reports for submission to general contractor

General Contractor: Project Builder

- Interface with architect and receive all schematic design drawings for early feasibility and cost analysis
- Interface with architect, engineer, and project electrician
- Receive all developed design drawings and format them as shop drawings and bid sets
- Produce final bids
- Negotiate build scheduling
- File permits
- Accept artwork panel and LED system deliveries and store crates in a secure location
- Provide all labor for demolition, site preparation, general construction, canopy construction, and installation of the LED panels and low-voltage cabling
- Provide access equipment (e.g. lifts) and labor during LED systems testing, supporting adjustments and repairs as directed by studio staff

El Paso Museum of Art: Client

- Manage the contract flow, entering direct contracts with the studio, the architect, and the general contractor (among others)
- Develop the master schedule
- Fully fund the project
- Offer approvals as defined at intervals by architect



MAINTENANCE & STEWARDSHIP

The artwork LED system will require occasional maintenance. Typical artwork conservation falls into three general categories: burn-in repairs (to replace equipment that fails during the first six months or artwork operation), yearly maintenance (visual inspection of the equipment closets, general cleaning, and upkeep), and long-term maintenance (which includes the LED replacement planning in keeping with the manufacturer's stated lifespan of the of the LED products).

The studio provides a comprehensive operating manual after the artwork is installed. The operating manual provides basic guidelines (including text and visuals) for the three categories of maintenance listed above. The manual and maintenance strategies are organized around the premise that the client will provide a local staff person to serve as the artwork steward. The artwork steward will be trained in techniques outlined in the manual and will serve as the studio's single point of technical feedback for any problem that arises during the studio's one-year warranty period (see below). The steward will be tasked with maintaining the stock replacement LED hardware provided with the artwork, understanding the on/off procedures used to reboot the system as a whole, understanding the proper replacement techniques for changing the LEDs within the LED panels, and receiving any shipments from the studio if any future spare parts are required.

The studio designs the artwork with future maintenance in mind, ensuring that power supplies, data drivers, and computers are located at the ground level, where they may be easily accessed by service providers. Methods for accessing the LED array in order to replace LEDs will include standard lift equipment or simple scaffolds. Maintenance strategies will be defined early in the collaborative planning sessions with the local team members.

The studio provides a one-year manufacturing guarantee with each electronic artwork. During this period, the studio will rectify any manufacturing defects. If the defect can be corrected by replacing the failed component with a replacement part, the studio will provide instructions and consultation for such procedure, and the client shall carry out the recommended procedure. If the defect cannot be readily cured by means of such a routine replacement, the studio shall remedy the defect at its own expense.



SOCIAL & ECONOMIC IMPACT: *THE BAY LIGHTS*

Leo Villareal's artworks in the public realm are proven drivers of community engagement and positive economic impact while demonstrating a keen environmental awareness. Each piece is created with sensitivity to the physical, functional, and communal attributes of the site.

The Bay Lights is a 1.8 mile wide and 525 foot high LED sculpture. The artwork's 25,000 white LED lights are individually programmed by artist Leo Villareal to create a never-repeating, dazzling display across the West Span of the Bay Bridge. First launched for a two year run in March 2013 to commemorate the Bay Bridge's 75th Anniversary, it was then made permanent in 2016.

In its initial two-year run, *The Bay Lights* was seen by over 50 million people in the Bay Area with billions of media impressions worldwide. The economic impact assessment conservatively estimated that in those first years \$97 million was added to the local economy. The now permanent installation's impact continues to grow exponentially.

THE BAY LIGHTS – SURVEY

In a survey mounted by the presenting organization Illuminate the Arts to evaluate the economic impact and "happiness index" resulting from the ongoing presence of *The Bay Lights*, the following was found:

- 87% of respondents thought it should be permanent, and the majority of all respondents who viewed the sculpture felt awed, peaceful, and happy
- 76% of respondents when asked, "Do you think we need public art like *The Bay Lights* to ignite imaginations and enliven public spaces?" said it is "Very Important"
- 75% of respondents, when asked on a scale of 1-5 how much they enjoy *The Bay Lights*, gave it a "5"

"As engaging and open-ended as it is brilliantly ephemeral, Mr. Villareal's *The Bay Lights* offers a breathtaking encounter with the fugitive forces of its surroundings as captured by state-of-the-art technology. It is public art at its best—temporal, contemporary and indescribably beautiful."

Mary Lewis, *Wall Street Journal*, April 2, 2013



SOCIAL & ECONOMIC IMPACT: *ILLUMINATED RIVER*

Leo Villareal's artwork, *Illuminated River*, is the first artistic and cohesive vision for London's central bridges, celebrating them as architectural, social, and historical landmarks, and creating a symbolic link across the capital. Once complete, at 2.3 miles in length (spanning 4.5 nautical miles of the Thames), this artwork will be the longest public art commission in the world, seen over 130 million times each year. Free and publicly accessible for all to enjoy, *Illuminated River* will transform the experience of the city at night and define the bridges as renewed civic spaces for Londoners.

It is expected that *Illuminated River* will cultivate an entirely new river experience that will support leisure and businesses near the Thames, especially relating to the night-time economy. Mayor of London, Sadiq Khan, endorsed the project saying that, "*Illuminated River* will give London free art and encourage more people to move around the city and in doing so bring support to nearby businesses and communities."

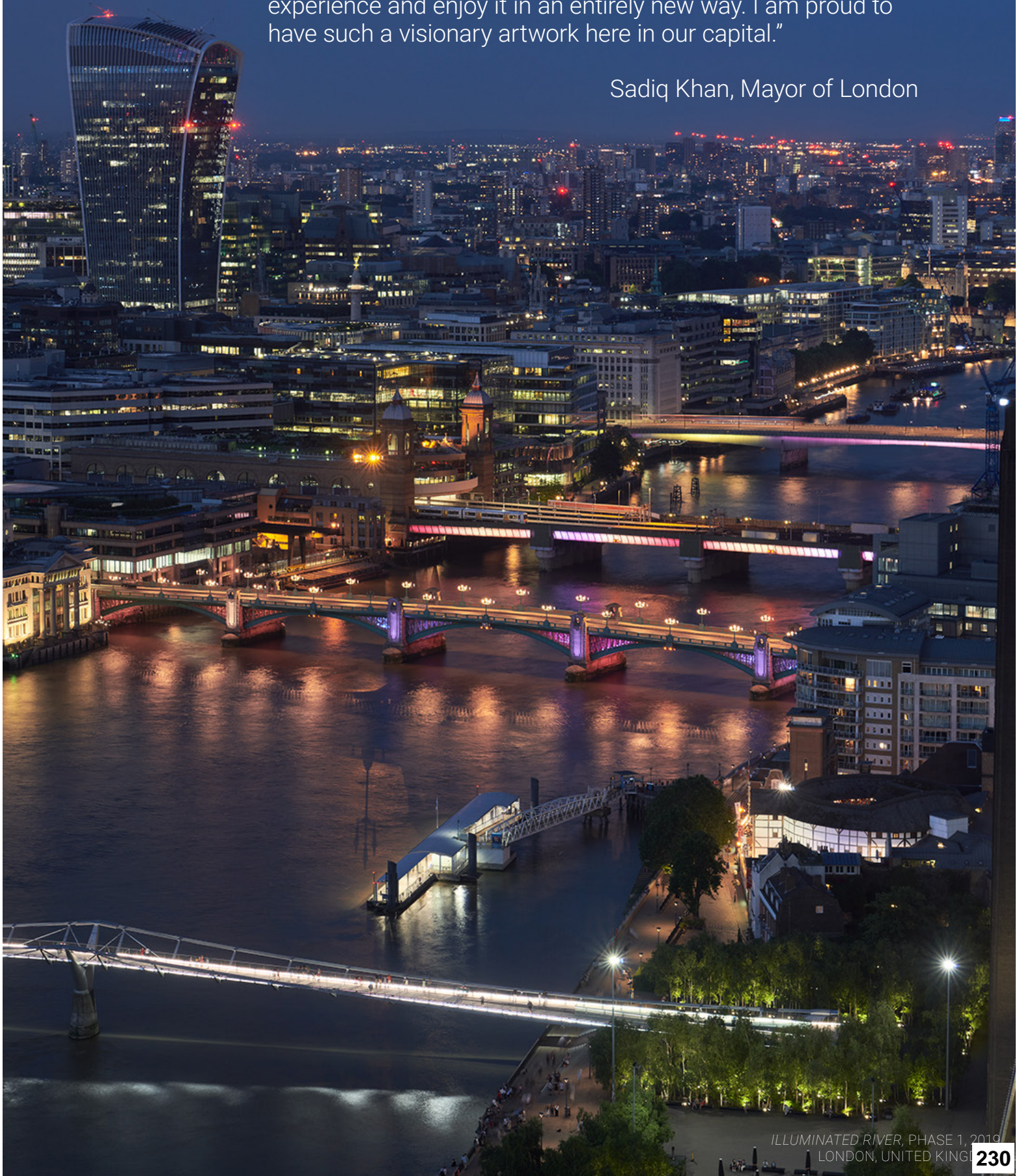
Illuminated River will refocus attention not only on the bridges but on the public spaces around them, encouraging more people to come and enjoy the river and riverside areas at night. This will be a catalyst for wider conversations about improvements to public space and lighting. The studio is working with bridge owners and local authorities to improve access to and around the bridges, exploring opportunities to make these areas more communal, inclusive, and safe, as well as to improve lighting and add more public seating.

The Illuminated River Foundation is committed to making improvements to this vital urban infrastructure. As the bridges currently have a varied spectrum of functional lighting, the organization will support the maintenance and energy costs of all of the bridges that are not currently or are only partially illuminated. When complete, the artwork will result in a net reduction in energy costs to all of the bridge owners. After the artwork's ten year duration, the lighting fixtures will be given to the bridge owners, creating a lasting tangible impact for all of London.

Illuminated River will enrich the experience of travelling along and across the river at night, at street level, on foot, and by boat. It will encourage people to use the river (currently the city's most under-used artery) as a means of transport and will support a wider walkability agenda.

"Illuminated River is both a global and local project, and one of unprecedented scale and significance. It is already a beacon of London's creativity, and will bring people to the Thames to experience and enjoy it in an entirely new way. I am proud to have such a visionary artwork here in our capital."

Sadiq Khan, Mayor of London



ESTIMATED TIMELINE

Schematic Design

2 - 4 months

Expanded proposal phase to produce developed design drawings and estimated construction costs

- assumes that 100% of client surveys contain actionable information
- requires direct access to the builder and electrician

Client Approval of Artwork Concept and Estimated Construction Budget

Enter Commission Agreement with Studio

Design Development

2 - 3 months

Construction Documents

2 - 4 months

Contracting of Subcontractors

1 - 2 months

Construction

at minimum 6 months

LED System Installation and Commissioning

1 month

LED System Installation (by General Contractor)

2 weeks

LVS technician onsite to aid in LED systems set up
to coincide with completion of leader cable installation (by General Contractor)

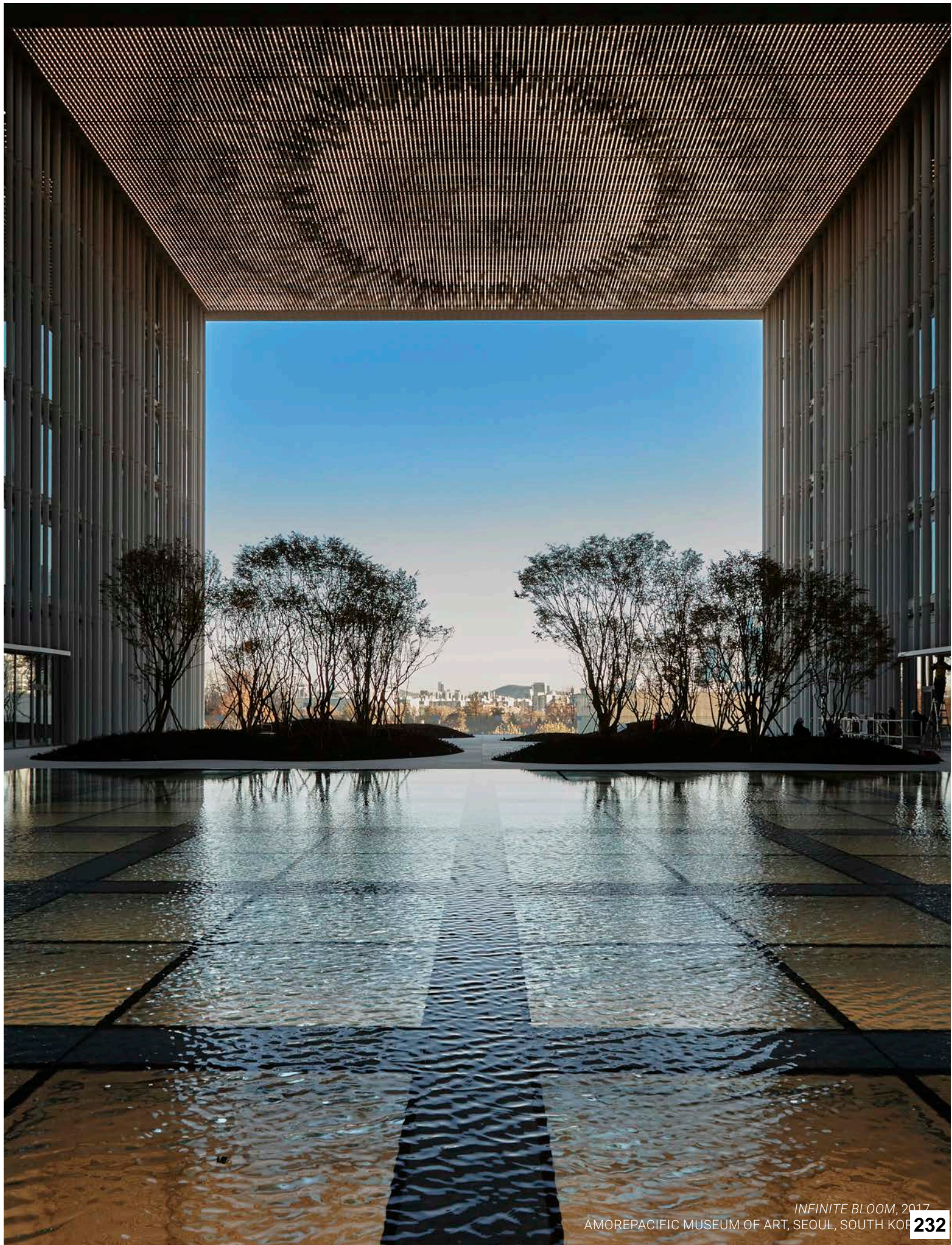
1 week

LVS technician onsite to aid in testing LED panel array
to occur after LED panel installation, requires lifts and installer labor

1 week

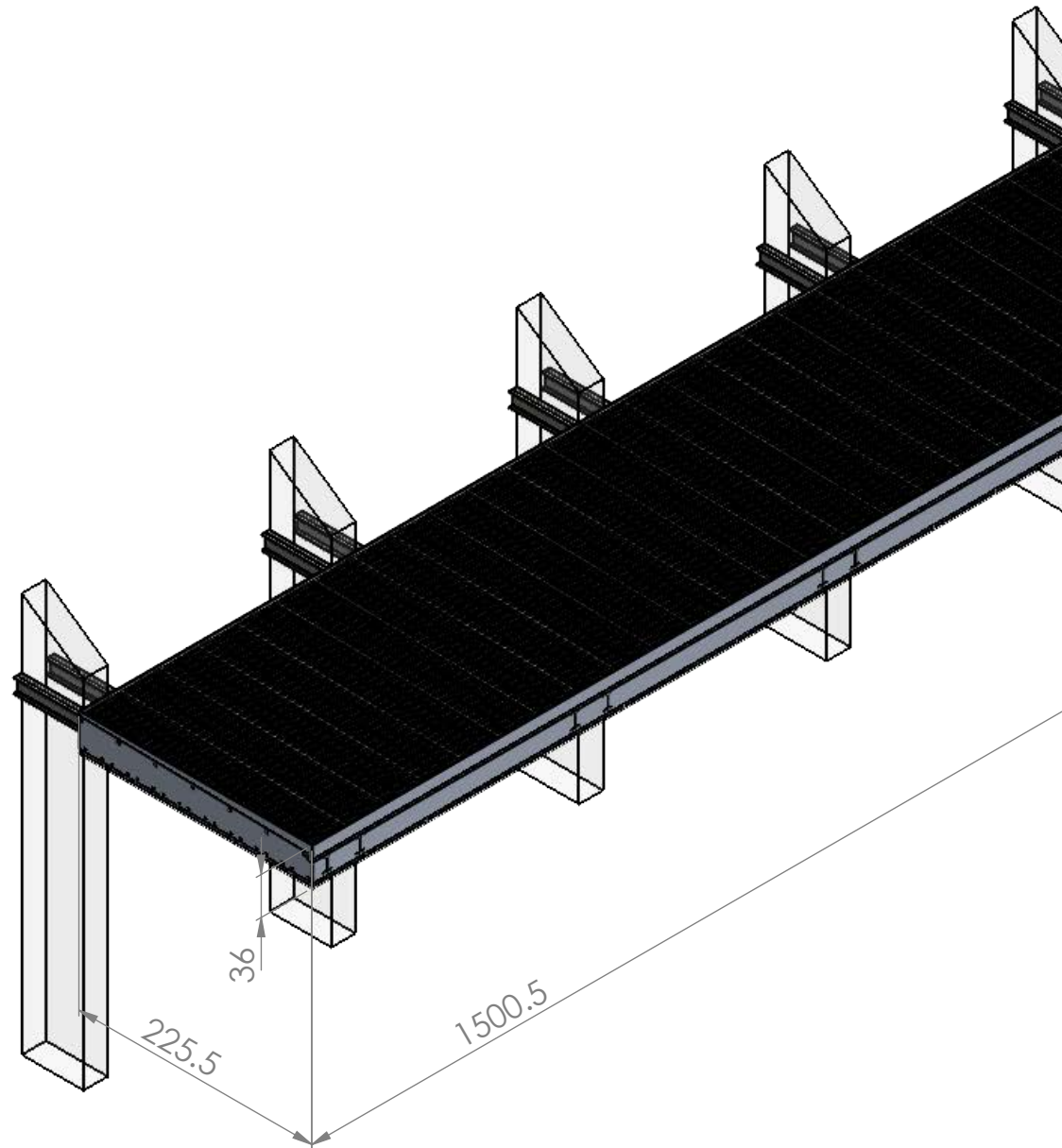
Onsite Sequencing (by Leo Villareal)
to occur at least one week after completion of LED testing

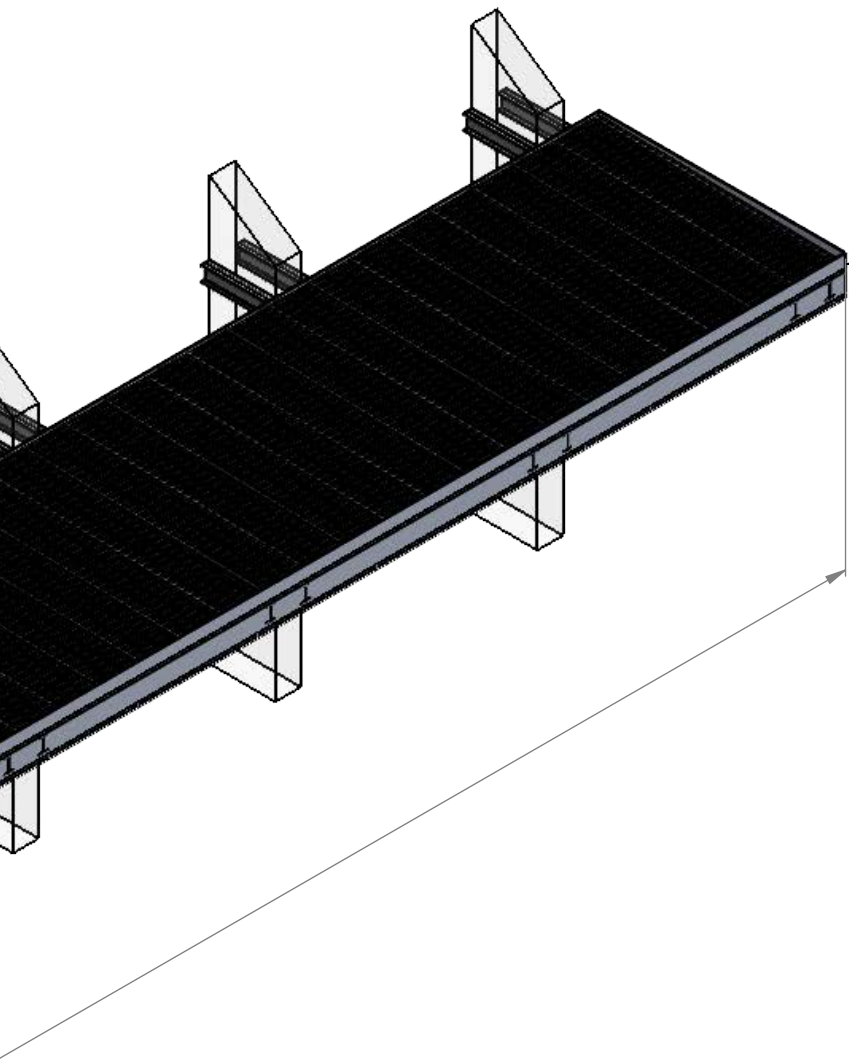
1 week



FABRICATION STUDIES

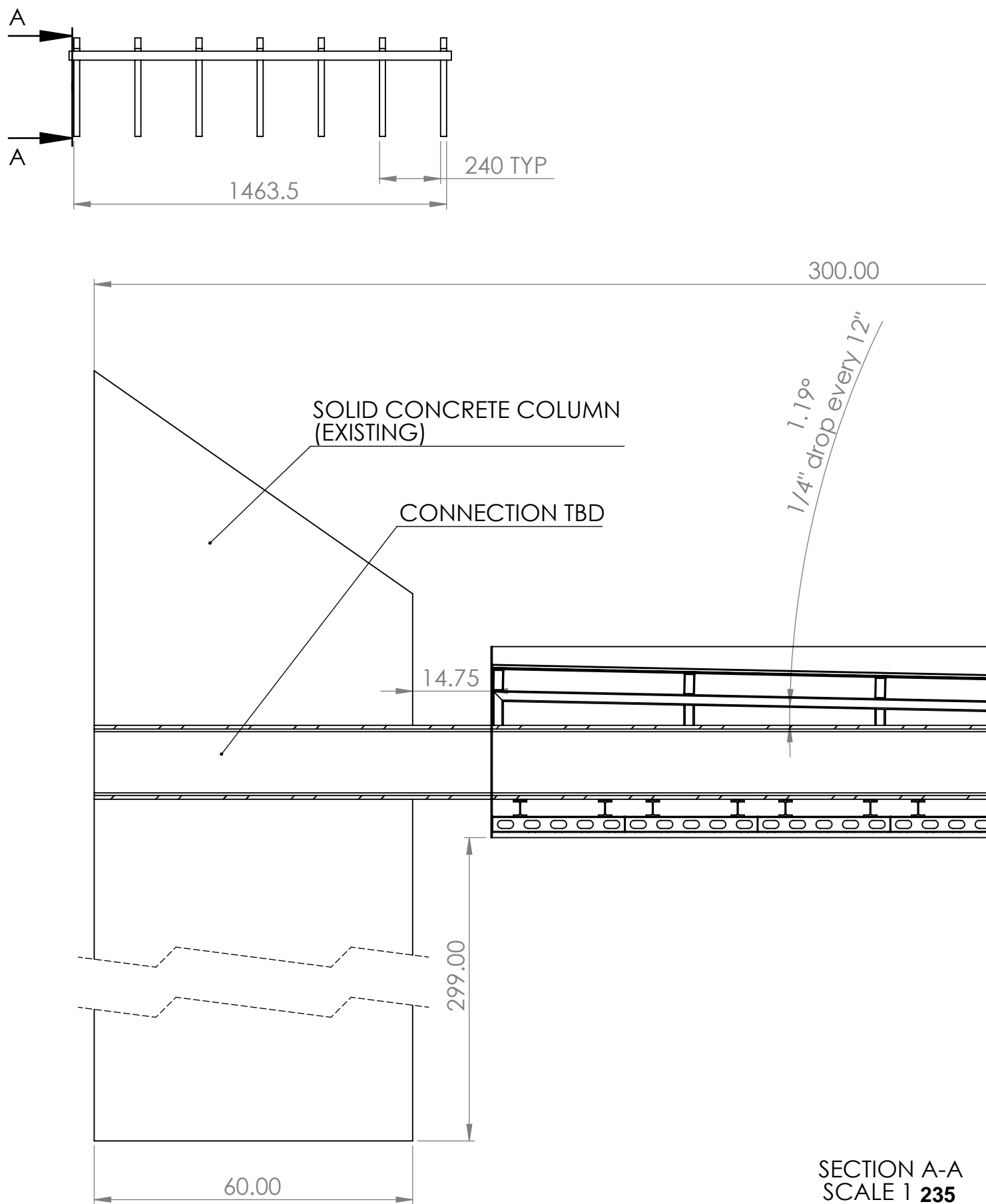
PREDICTED METAL WORK ASSEMBLY WEIGHT -
48,000 LBS
~19.5 LBS PER SQ FOOT

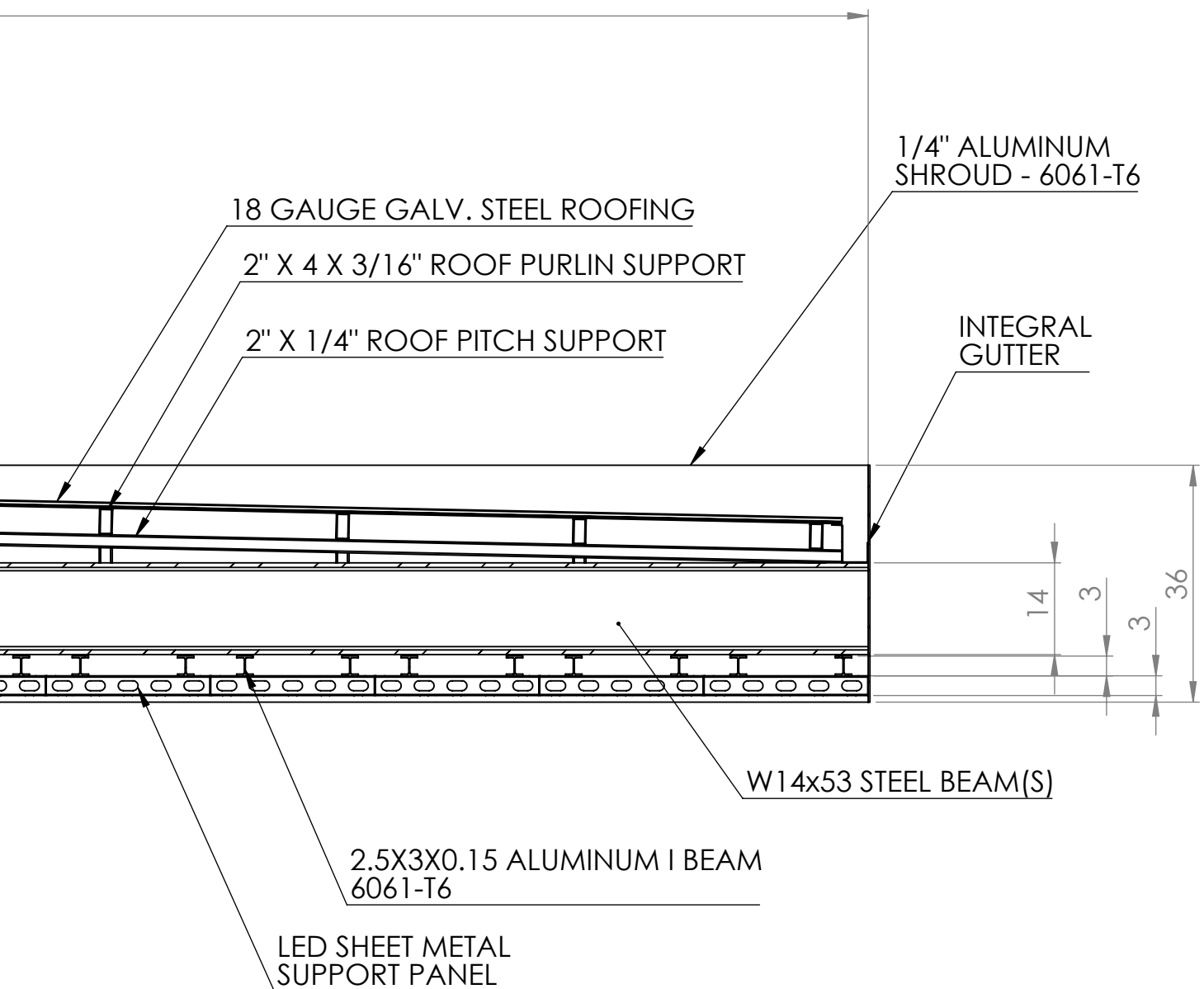


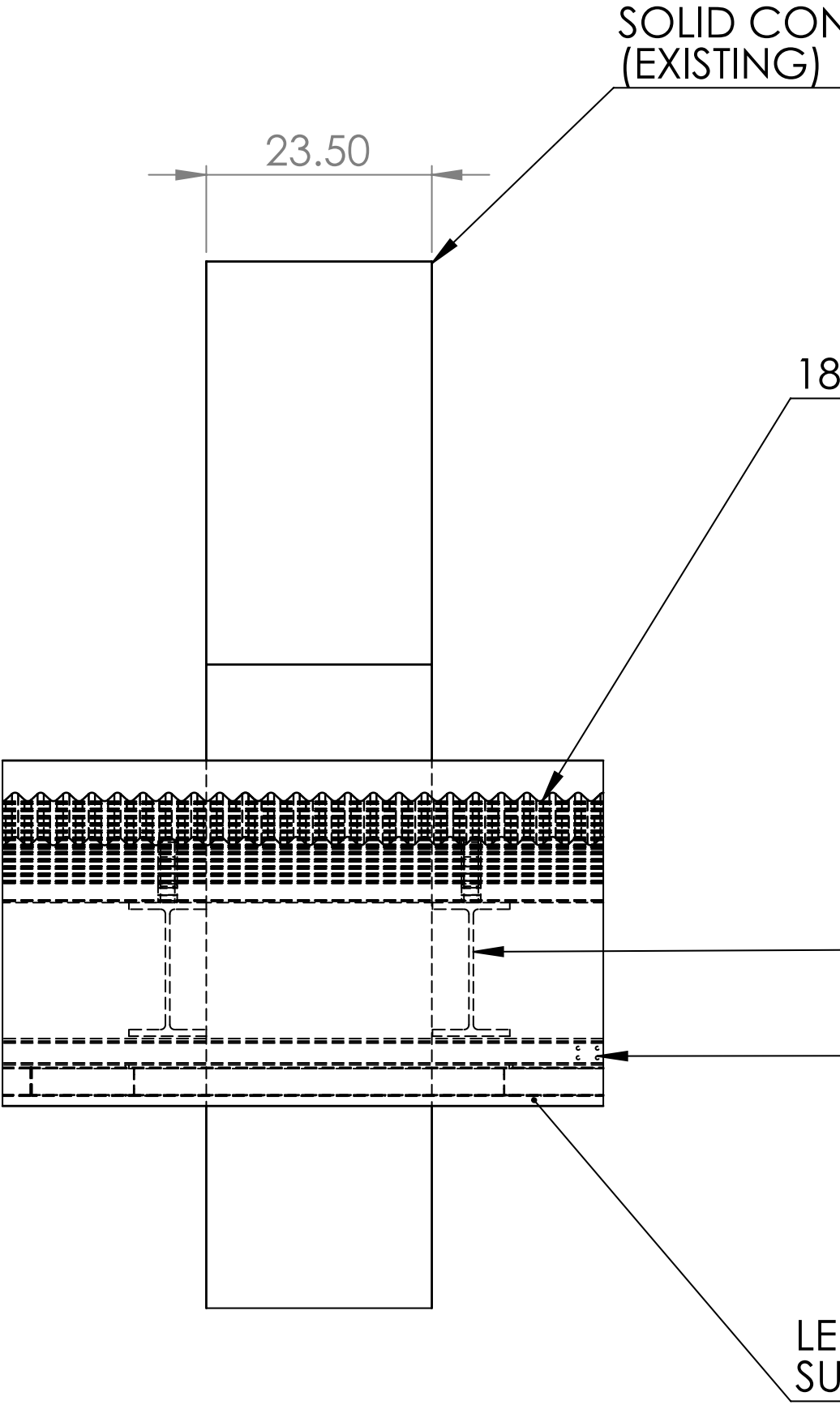


48" TALL ALUMINUM
PERIMETER SHROUD

FABRICATION STUDIES







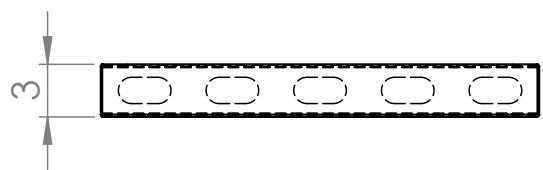
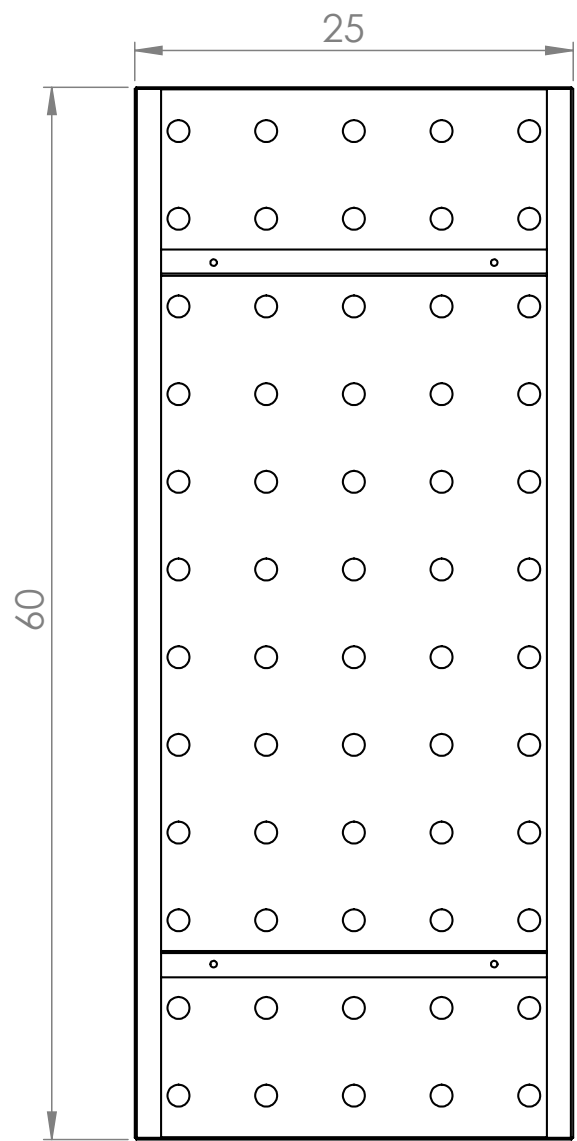
CONCRETE COLUMN

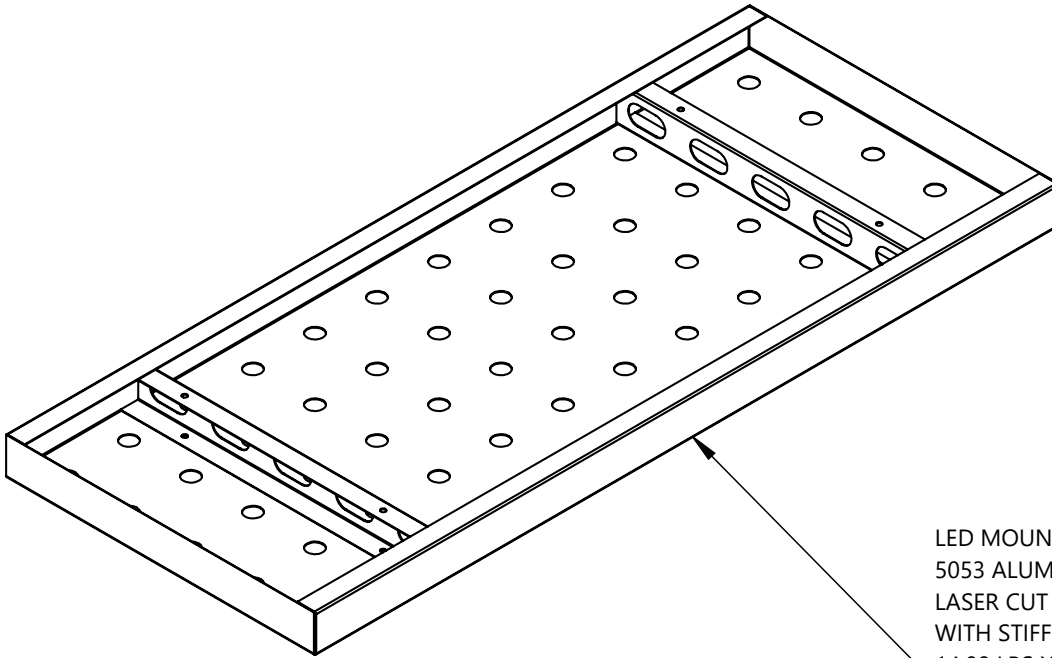
12 GAUGE GALV. STEEL ROOFING

W14X53 GALV. STEEL BEAM

2.5X3X0.15 ALUMINUM I BEAM
6061-T6

1/2" D SHEET METAL
SUPPORT PANEL



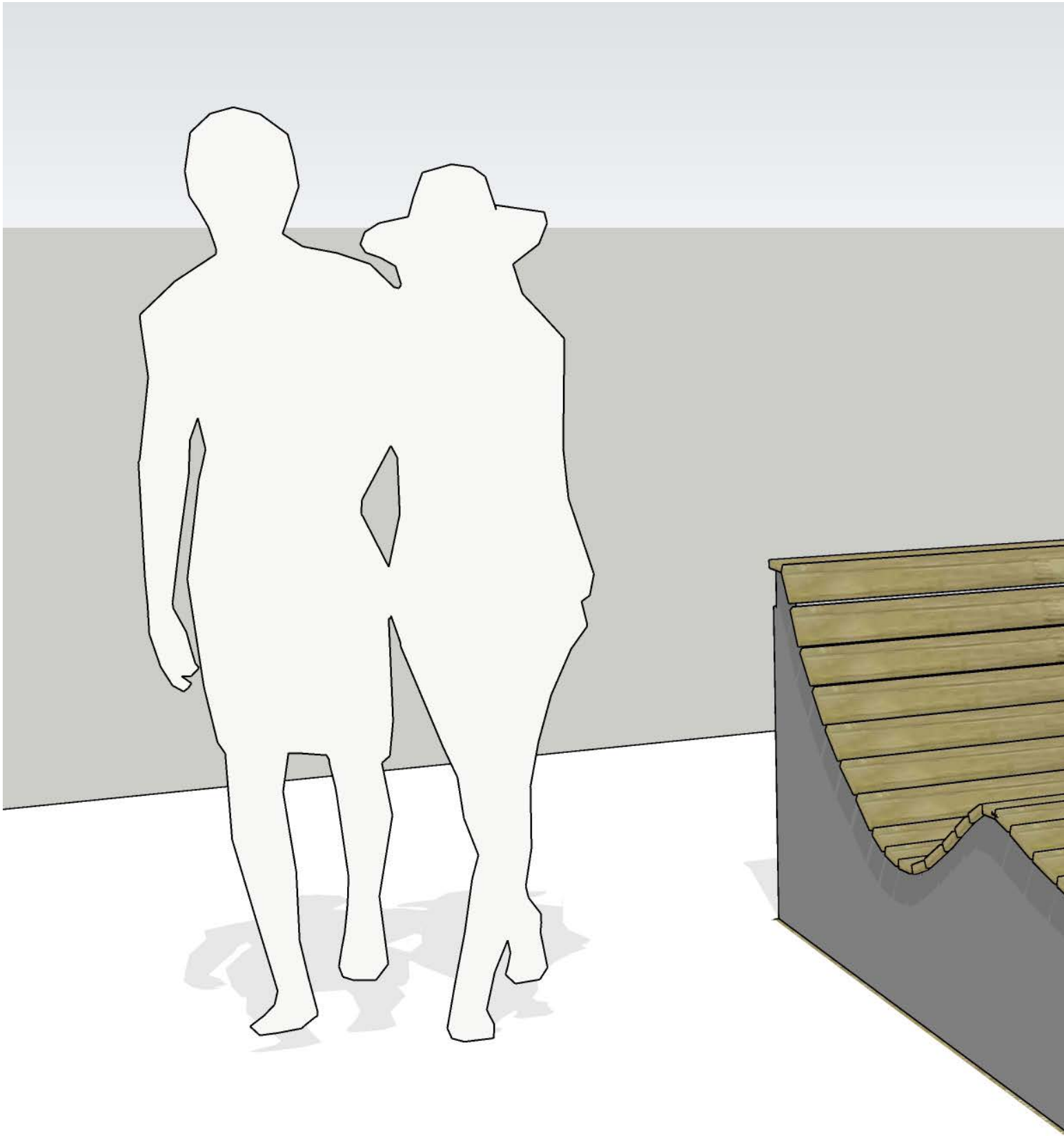


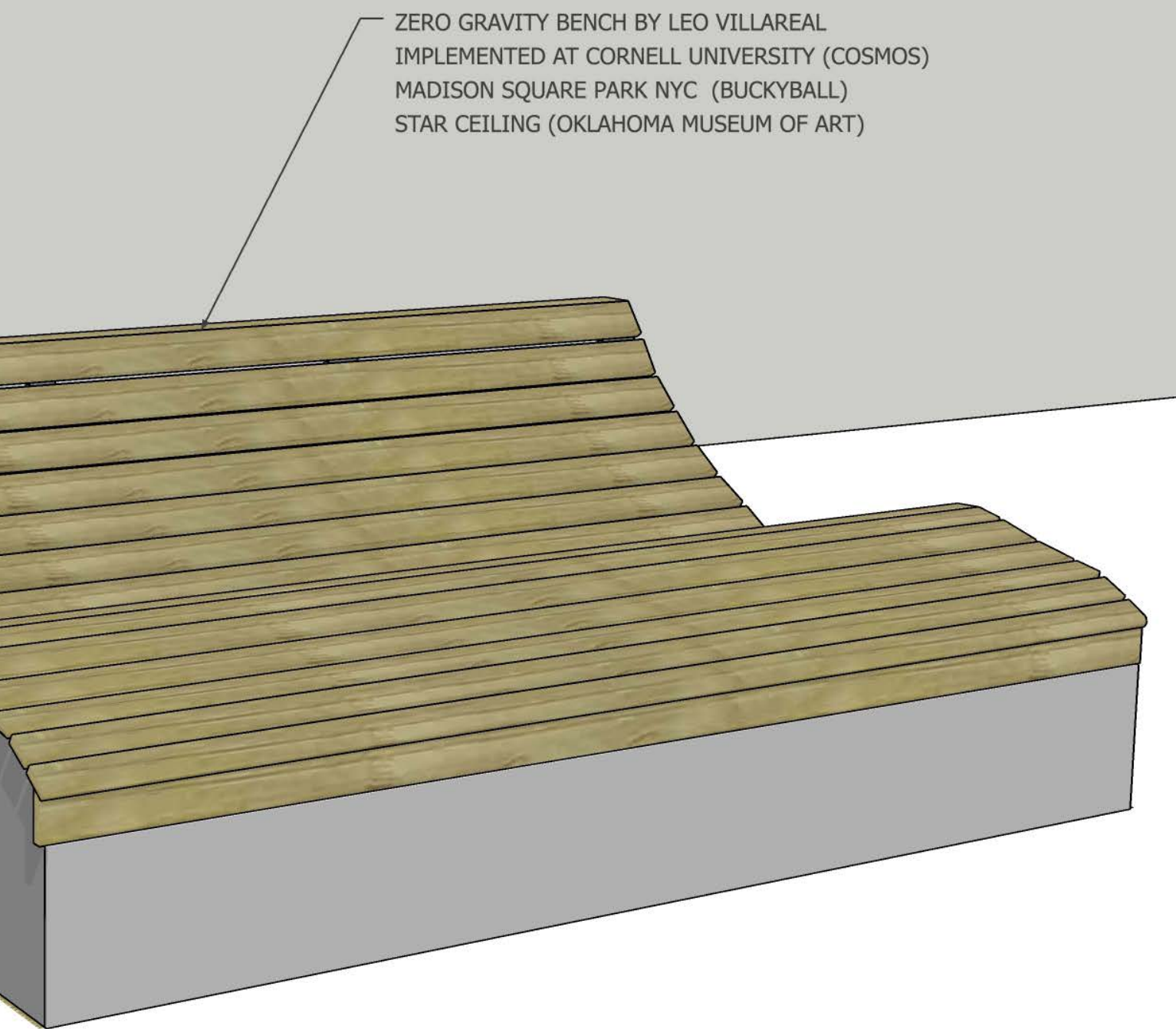
LED MOUNTING PANEL
5053 ALUMINUM 16 GAUGE
LASER CUT AND BENT
WITH STIFFENED CHANNEL
14.08 LBS X 225 PANELS IN ASSEMBLY = 3168 LBS

MARQUEE IS 2457 SQ FEET
PANELS WEIGH 1.29 LBS PER SQ FOOT



FABRICATION STUDIES

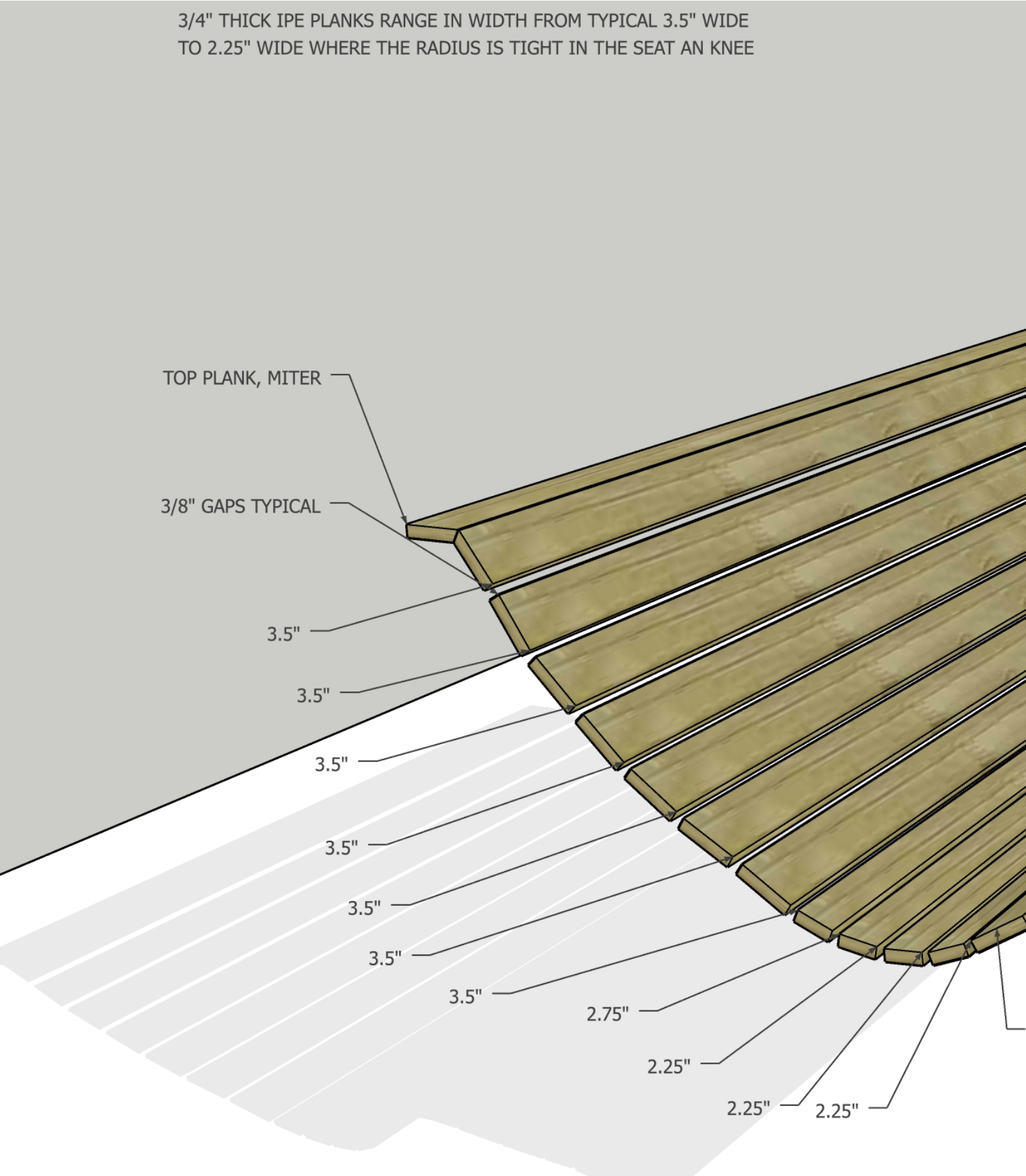


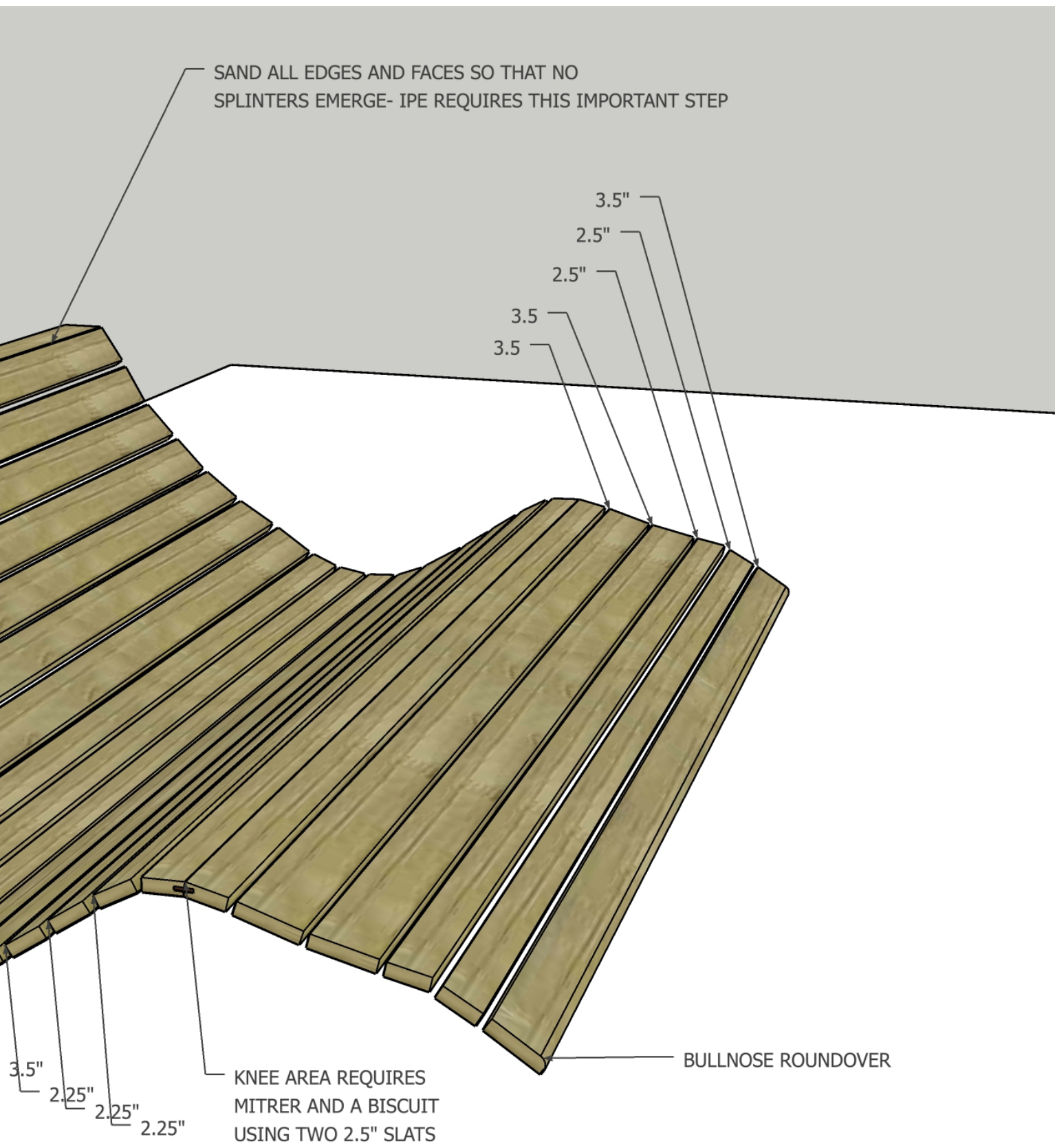


ZERO GRAVITY BENCH BY LEO VILLAREAL
IMPLEMENTED AT CORNELL UNIVERSITY (COSMOS)
MADISON SQUARE PARK NYC (BUCKYBALL)
STAR CEILING (OKLAHOMA MUSEUM OF ART)

FABRICATION STUDIES

3/4" THICK IPE PLANKS RANGE IN WIDTH FROM TYPICAL 3.5" WIDE TO 2.25" WIDE WHERE THE RADIUS IS TIGHT IN THE SEAT AN KNEE





SAND ALL EDGES AND FACES SO THAT NO
SPLINTERS EMERGE- IPE REQUIRES THIS IMPORTANT STEP

3.5"

2.5"

2.5"

3.5

3.5

3.5"

2.25"

2.25"

2.25"

KNEE AREA REQUIRES
MITRER AND A BISCUIT
USING TWO 2.5" SLATS

BULLNOSE ROUNDOVER

PRELIMINARY ENGINEERING REPORT

DESIGN SPECIFICATIONS

TEXAS BUILDING CODE 2015
INTERNATIONAL BUILDING CODE 2015

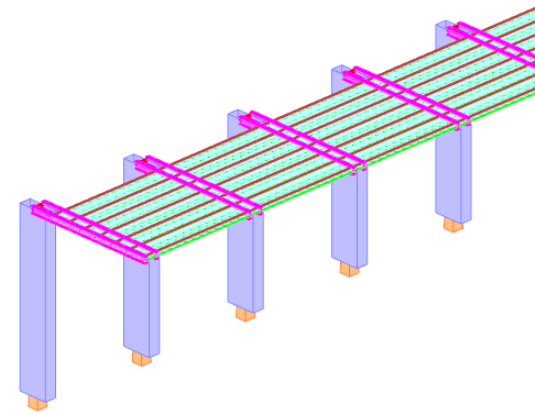
LOADING ASSUMPTIONS

DEAD LOAD				
STRUCTURE SELF-WEIGHT				
TOP - ASSEMBLY - HSS 4X2X3/16	=		10080	lb
TOP - ASSEMBLY - HSS 2X2X3/16	=		1361	lb
W14X53 STEEL CANTILEVER BEAM	=		18550	lb
BOT - 1 2X3X0.15 ALUMINUM BEAM	=		4210	lb
TOP - 18 GA. GALV STL PL.	=		2.04	lb/ft ²
BOT - LED MOUNTING PANEL	=		1.29	lb/ft ²
SUPERIMPOSED DEAD LOAD				
BOT - LED EQUIPMENT	=		0.20	lb/ft ²
TOTAL	=		47762	lb
LIVE LOAD				
MAINTENANCE WORKER	=		20.0	lb/ft ²
WIND LOAD				
BASIC WIND SPEED	=		115	mph
EXPOSURE CATEGORY	=		B	
qz	=		19.7	lb/ft ²
CASE	DIRECTION	ZONE	LOAD	
A	0/180	1	20.12	lb/ft ²
A	0/180	2	5.03	lb/ft ²
A	90	1	-13.42	lb/ft ²
A	90	2	-10.06	lb/ft ²
A	90	3	-5.03	lb/ft ²
B	0/180	1	-18.45	lb/ft ²
B	0/180	2	-1.68	lb/ft ²
B	90	1	13.42	lb/ft ²
B	90	2	8.38	lb/ft ²
B	90	3	5.03	lb/ft ²

STRUCTURAL ANALYSIS ASS

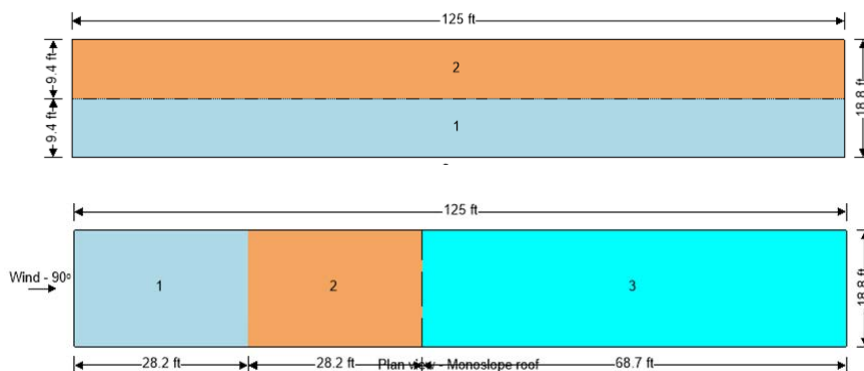
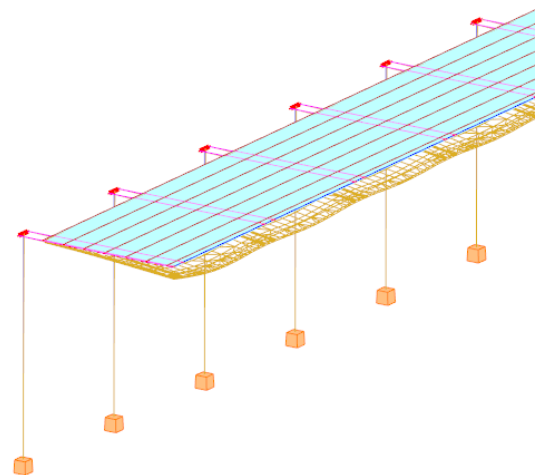
1. ASSUME MINIMUM REINFORCEMENT
REINFORCED CONCRETE COLUMN
2. ASSUME EXISTING FOUNDATION
DESIGN LOADS

ROBOT STRUCTURAL ANALY



DEFLECTION (UNDER DEAD L

THE MAXIMUM DEFLECTION UNDER
LOAD IS 0.87 INCHES, SMALLER THAN
ALLOWABLE DEFLECTION OF L/480



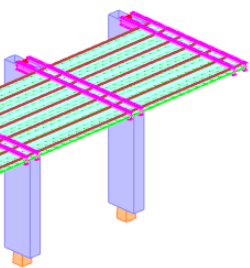
LOADING DIAGRAM FOR WIND LOAD

ASSUMPTIONS

MENT FOR EXISTING
MNS

N IS ABLE TO SUPPORT

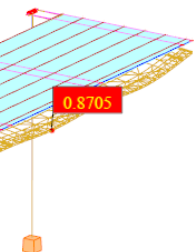
ANALYSIS MODEL



- HSRE 4x2x0.1875
- HSSQ 2x2x0.1875
- I-2.5x3x0.15 (ALUM)
- RC C23.5x60
- W 14x53

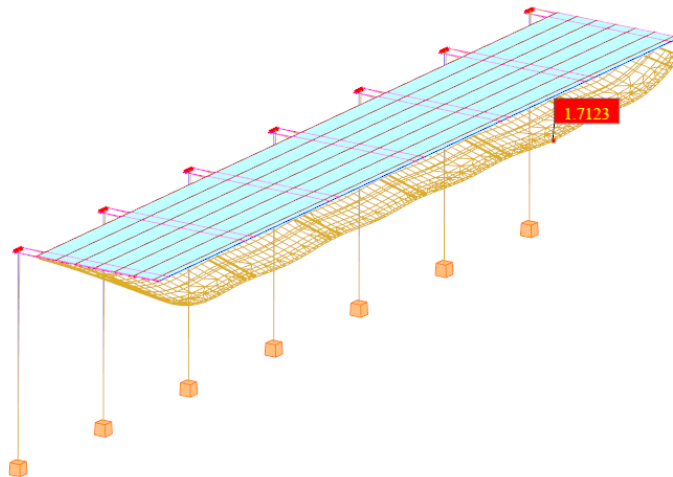
LOADS

ER DEAD AND LIVE
HAN THE
0 = 1.125 INCHES



DEFLECTION (UNDER DEAD AND LIVE LOAD)

THE MAXIMUM DEFLECTION UNDER DEAD AND LIVE LOAD IS 1.72 INCHES, SMALLER THAN THE ALLOWABLE DEFLECTION OF $L/240 = 2.25$ INCHES



CONCLUSION

THE EXISTING 23.5" x 60" REINFORCED COLUMN WITH MINIMUM REINFORCEMENT ASSUMED IS ABLE TO SUPPORT THE CANOPY UNDER DESIGN LOADS.

FOR THE LED PANEL, AN ASSUMED THICKNESS OF 1/16 INCHES IS SUFFICIENT IN BOTH STRESS AND DEFLECTION. FURTHER ANALYSIS WILL BE PERFORMED ONCE CONNECTIONS ARE KNOWN.

LED PRODUCT SPECIFICATIONS

Exterior flexible strands of high-intensity nodes with single temperature white light

eW Flex Compact is a versatile strand of 50 individually controllable LED nodes. The flexible form factor allows dynamic points of white light to be installed across nearly any interior or exterior surface, including walls, ceilings, floors, three-dimensional sculptures, and set pieces. eW Flex Compact can also light tight alcove spaces and signage, and in certain cases, can even display video.



- Daylight visible—At full brightness, each node produces light output of up to 89.6 candela and 129,758 nits.
- Adaptable mounting—Strands can be mounted directly to a surface, like traditional string lights. Detachable leader cables in multiple lengths allow you to install strings at the appropriate distance from power/data supplies. Optional mounting tracks ensure straight linear runs, while snap-on spacers hide cabling and mounting hardware. Single node mounts can be positioned individually as anchor points for installations with uneven node spacing or complex geometries.
- Outdoor rated—Fully sealed for maximum node life and IP66-rated for outdoor applications.
- Supports cost-effective video displays—Flexible form factor, offering maximum lighting control at 50 W per strand, accommodates unique lighting installations, including two- and three-dimensional video displays. White nodes enable classic black and white video or reverse (shadow) video.
- Multiple lens options—Standard clear flat, translucent dome, and narrow beam lenses. Optional translucent flat, clear dome, narrow beam, semi-frosted flat, and semi-frosted dome lenses are available.
- Standard and custom lengths and node spacing—eW Flex Compact strands are available with standard on-center node spacing of 75 mm (3 in) or 610 mm (24 in) along a three-wire, 16 AWG cable. For information about custom orders, see the eW Flex Compact Ordering Sheet at www.colorkinetics.com/ls/essentialwhite/ewflexcompact/.
- Custom leader cables—Custom leader cable lengths are available in addition to standard cables of 7.6 m (25 ft), 15.2 m (50 ft), and 30.5 m (100 ft).
- Industry-leading controls—eW Flex Compact works seamlessly with the Color Kinetics full range of controllers, including Light System Manager, Video System Manager Pro, iPlayer 3, Antumbra iColor Keypad, and ColorDial Pro, as well as third-party DMX controllers.
- Superior light output—eW Flex Compact strands consist of 50 individually controllable, high-intensity LED nodes. Each node produces solid white light output of up to 89.6 candela.
- Digital Dimming—Smooth dimming down to 1% with optional Data Enabler Pro and digital control interface.

For detailed product information, please refer to the Flex Family Product Guide at www.colorkinetics.com/global/products/essentialwhite/ewflexcompact/

Specifications

Due to continuous improvements and innovations, specifications may change without notice.

Output

Color Temperature*	4000 K
Viewing Angle	105°
Lumens per node†	87
Luminance per node	47,679 cd/m²
On-Axis Candela per node	31.5
Efficacy (lm/W)	86.9
CRI	84

Electrical

Input Voltage	24 VDC via PDS-60ca 24V, sPDS-60ca 24V, sPDS-480ca 24V, or CM-150 CA 24V
Power Consumption	1 W (Maximum per node at full output, steady state)

Control

Interface	PDS-60ca 24V (Pre-programmed, or DMX/Ethernet) sPDS-60ca 24V (DMX/Ethernet) sPDS-480ca 24V (Ethernet) CM-150 CA (DIN Rail or Surface Mount)
-----------	--

Control System

Color Kinetics full range of controllers, including Light System Manager, Video System Manager Pro, iPlayer 3, Antumbra iColor Keypad, and ColorDial Pro, or third-party controllers

Remote Monitoring & Management	Philips ActiveSite Ready, works with Interact Landmark
--------------------------------	--

Lumen Maintenance

Threshold [§]	Ambient Temperature	Reported [¶]	Calculated [¶]
L ₉₀	25 °C	20,000	20,000
	50 °C	20,000	20,000
L ₈₀	25 °C		37,000
	50 °C	37,000	37,000
L ₇₀	25 °C	56,000	56,000
	50 °C	56,000	56,000

Physical

Dimensions (Height x Width x Depth)	31 x 32 x 17 mm (1.2 x 1.3 x 0.7 in)
Weight	1.74 kg (3.84 lb) 50 nodes
Housing Material	White polycarbonate
Lens	Clear UV-protected polycarbonate
Luminaire Connections	Integrated watertight 3-pin connector

Temperature Ranges

-40 to 50 °C (-40 to 122 °F) Operating
> 0 °C (> 32 °F) Handling
-20 to 50 °C (-4 to 122 °F) Startup
-40 to 80 °C (-40 to 176 °F) Storage

Humidity	0 to 95%, non-condensing
----------	--------------------------

Maximum Luminaires Per Power/Data Supply

PDS-60ca 24V: 1 strand
sPDS-60ca 24V: 1 strand
sPDS-480ca 24V: 8 strands
CM-150 CA: 2 strands

Certification and Safety

Approbation	UL/cUL, FCC Class A, CE
Environment	Dry/Damp/Wet Location, IP66



* Correlated color temperature (CCT) complies with ANSI C78.377-2008 for the chromaticity of solid state lighting products.

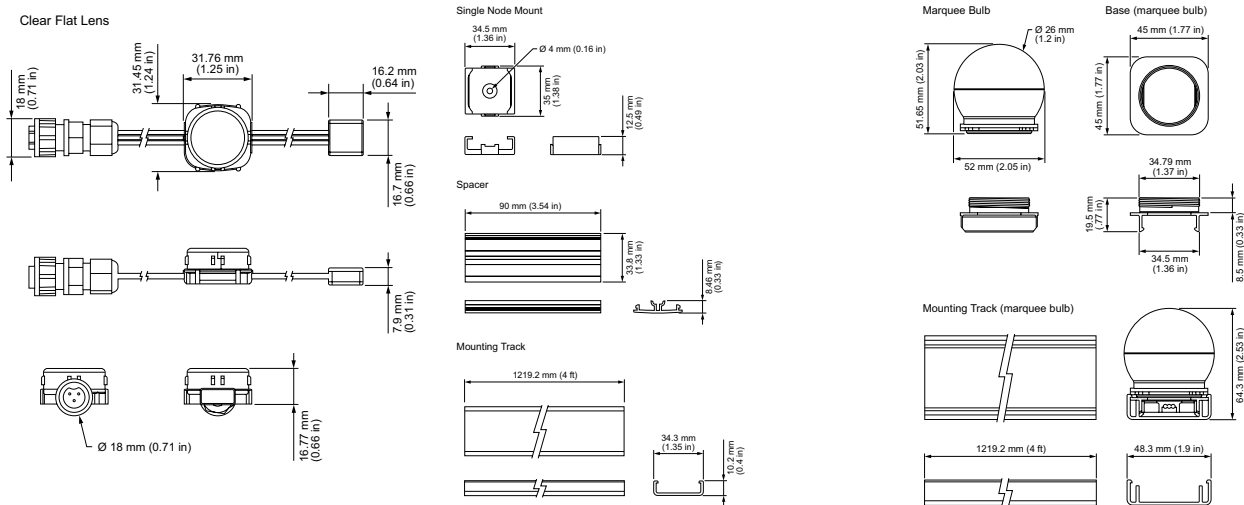
† Lumen output measurements comply with IES LM-80-08 testing procedures.

§ Lxx = xx% lumen maintenance (when light output drops below xx% of initial output). All values are given at B10, or the median value where 90% of the LED population is better than the reported or calculated lumen maintenance measurement.

¶ Lumen maintenance figures are based on lifetime prediction graphs supplied by LED source manufacturers. Whenever possible, figures use measurements that comply with IES LM-80-08 testing procedures. In accordance with TM-21-11, Reported values represent the interpolated value based on six times the LM-80-08 total test duration (in hours). Calculated values represent time durations that exceed six times the total test duration.

LED PRODUCT SPECIFICATIONS

Dimensions



For help estimating the light output and distribution of lighting luminaires, please contact Color Kinetics Applications Engineering Services at <http://www.lighting.philips.com/support/connect/contact-us>.

Luminaire and Accessories

Use Item Number when ordering in North America

Luminaire	Item Number	Item 12NC
eW Flex Compact 4000 K, Clear Flat Lens, White Housing, 12 in On-Center Node Spacing 50 node strand	500-000012-28	912400130647
Accessories		
Leader Cable, 7.6 m (25 ft), Black (for use with Power/Data Supplies)	108-000045-00	910503700696
Leader Cable, 15.2 m (50 ft), Black (for use with Power/Data Supplies)	108-000045-01	910503700697
Leader Cable, 30.5 m (100 ft), Black (for use with Power/Data Supplies)	108-000045-02	910503700698
Leader Cable, 4-Wire, 15.2 m (50 ft) (for use with CM-150 CA Item # 109-000033-00)	108-000080-01	912400135907
Leader Cable, 4-Wire, 30.5 m (100 ft) (for use with CM-150 CA Item # 109-000033-00)	108-000080-02	912400135908
Leader Cable, 3-Wire, 305 mm (1 ft) (for use with CM-150 CA Item # 109-000033-02)	108-000081-01	912400136051
Leader Cable, 3-Wire, 7.6 m (25 ft) (for use with CM-150 CA Item # 109-000033-02)	108-000081-00	912400135909
Leader Cable, 4-Wire, 15.2 m (50 ft) (for use with CM-150 CA Item # 109-000034-00)	108-000082-01	912400135910
Leader Cable, 4-Wire, 30.5 m (100 ft) (for use with CM-150 CA Item # 109-000034-00)	108-000082-02	912400135911
Leader Cable, 3-Wire, 7.6 m (25 ft) (for use with CM_150CA Item # 109-000034-02)	108-000083-00	912400135912
Mounting Track, 1.2 m (4 ft), White	101-000057-00	910503700044
Spacers, Qty 50, 305 mm (12 in), White	101-000059-01	910503700049
Single-Node Mounts, Qty 50, White	101-000058-00	910503700046
Marquee Lens Kits, Qty 50, Clear, White	999-007997-00	910503702308
Marquee Lens Kits, Qty 50, Semi-Frosted, White	999-007997-04	910503702312
Marquee Lens Kits, Qty 50, Translucent, White	999-007997-02	910503702310
Glare Shield Kits, Qty 50, Black	120-000179-00	912400130036
Marquee/Accessory Mounting Track, 1.2 m (4 ft), White	101-000057-03	910503704266
Marquee/Accessory Spacers, Qty 50, 305 mm (12 in), White	101-000075-01	910503704273

Luminaire and Accessories (cont.)

Use Item Number when ordering in North America

	Item Number	Item 12NC
Power Supplies		
PDS-60ca 24V Power/Data Supply, Pre-programmed	109-000016-00	910503700095
PDS-60ca 24V Power/Data Supply, DMX/Ethernet	109-000016-04	912400133526
sPDS-60ca 24V Power/Data Supply, DMX/Ethernet (NA Power Cord)	109-000021-04	912400133527
sPDS-60ca 24V Power/Data Supply, DMX/Ethernet (EU/CE Power Cord)	109-000021-05	912400133636
sPDS-480ca 24V Power/Data Supply, Ethernet	109-000026-01	912400133528
CM-150 CA, DIN Rail Mount, Four-Wire Terminal, 24V	109-000033-00	912400135766
CM-150 CA, DIN Rail Mount, Three-Wire Terminal, 24V	109-000033-02	912400135768
CM-150 CA, Surface Mount (IP66), Four-Wire Terminal, 24V	109-000034-00	912400135770
CM-150 CA, Surface Mount (IP66), Three-Wire Terminal, 24V	109-000034-02	912400135772
eW Flex SLX In-lin On/Off Power Adapter	107-000008-00	910503700068
XITANIUM 100W 24V Power Supply	309-000001-00	912400130191
Power Supply Enclosure, NEMA 3R, 15 x 3 in, North America only	320-000001-00	913710841202

LED PRODUCT SPECIFICATIONS

Power/data supply for large-scale Ethernet installations

sPDS-480ca 24V is a power/data supply designed for large-scale Ethernet LED lighting installations using low-voltage luminaires from Color Kinetics.



- sPDS-480ca 24 V delivers 480 watts of output via eight 60-watt ports and automatically accommodates input voltages ranging from 100 VAC to 240 VAC. Short-circuit protection prevents device failure due to incorrectly wired fixtures. The standard IEC power inlet accepts both US and international power cables.
- With onboard controls, sPDS-480ca 24 V incorporates automatic fixture discovery and testing, eliminating the need for additional addressing tools or software. sPDS-480ca 24 V features a backlit LCD for easy menu viewing.
- Housed in a 2U rack-mountable enclosure, sPDS-480ca 24 V includes rack handle and surface-mount brackets, for versatile mounting options.
- Over-temperature detection and selectable shutdown options protect sPDS-480ca 24 V against operation beyond its rated temperature specification. Variable-speed fans keep noise levels low and include serviceable air filters.

For more information, please refer to www.colorkinetics.com/ls/pds/spds48024/

Specifications

Due to continuous improvements and innovations, specifications may change without notice.

Electrical

Input Voltage	100 to 240 VAC, auto-switching, 50/60 Hz*
Fuse Rating	(8) 4 A, 125 V, 5 x 20 fast blow fuses
Power Consumption	6 A at 100 VAC 5 A at 120 VAC 2.5 A at 240 VAC
Power Output	24 VDC, 480 W (60 W per power port)

Connections

Data Input Source

Color Kinetics full range of controllers, third-party DMX controllers, or KINET-compatible* third-party Ethernet controllers

Power Input	IEC 320 receptacle type C13, locking clamp
Data Input	RJ-45 input connector
Power/Data Output	(8) 4-pin output receptacles

Compatible Luminaires

eW Flex Micro	600 nodes
eW Flex Compact	480 nodes
iColor Flex LMX gen2	480 nodes

* KINET is the Ethernet lighting protocol from Color Kinetics.

Physical

Dimensions (Height x Width x Depth)	89 x 483 x 457 mm (3.5 x 19 x 18 in)
Weight	12 kg (26.5 lb)
Housing	2U aluminium chassis
Mounting	Rack and Surface-mountable
Finish	Black matte
Operating Temperature	-10 to 50 °C (14 to 122 °F)
Startup Temperature	-10 to 50 °C (14 to 122 °F)
Storage Temperature	-40 to 80 °C (-40 to 176 °F)
Humidity	0 to 95%, non-condensing
Cooling	(2) speed-configurable fans, with serviceable air filters
Airflow	Front panel input, back panel output
Heat Dissipation	25% of total power input

Certification and Safety

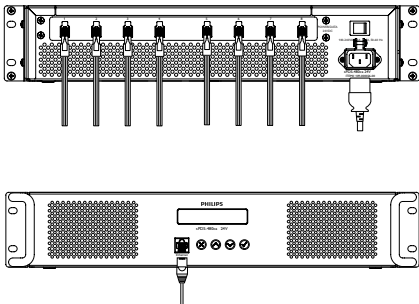
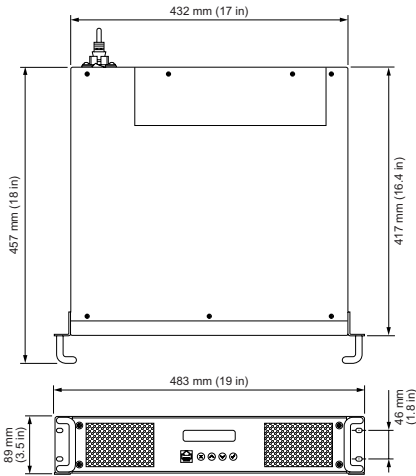
Certification	UL/cUL, FCC Class A, CE, PSE
Classification	UL Class 2 power supply
Environment	Dry Location, IP20



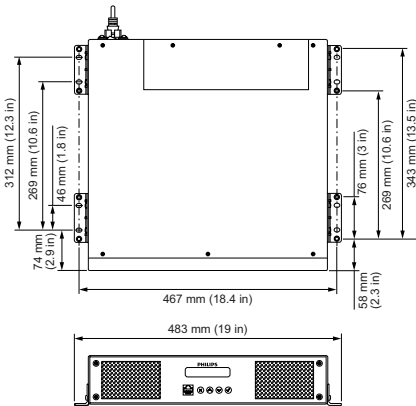
LED PRODUCT SPECIFICATIONS

Dimensions

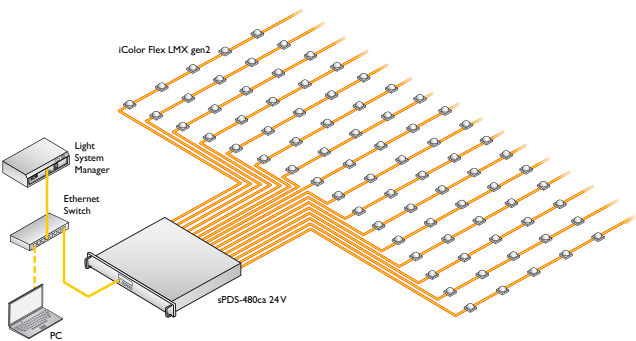
Rack Mount Configuration



Surface Mount Configuration



Installation Example



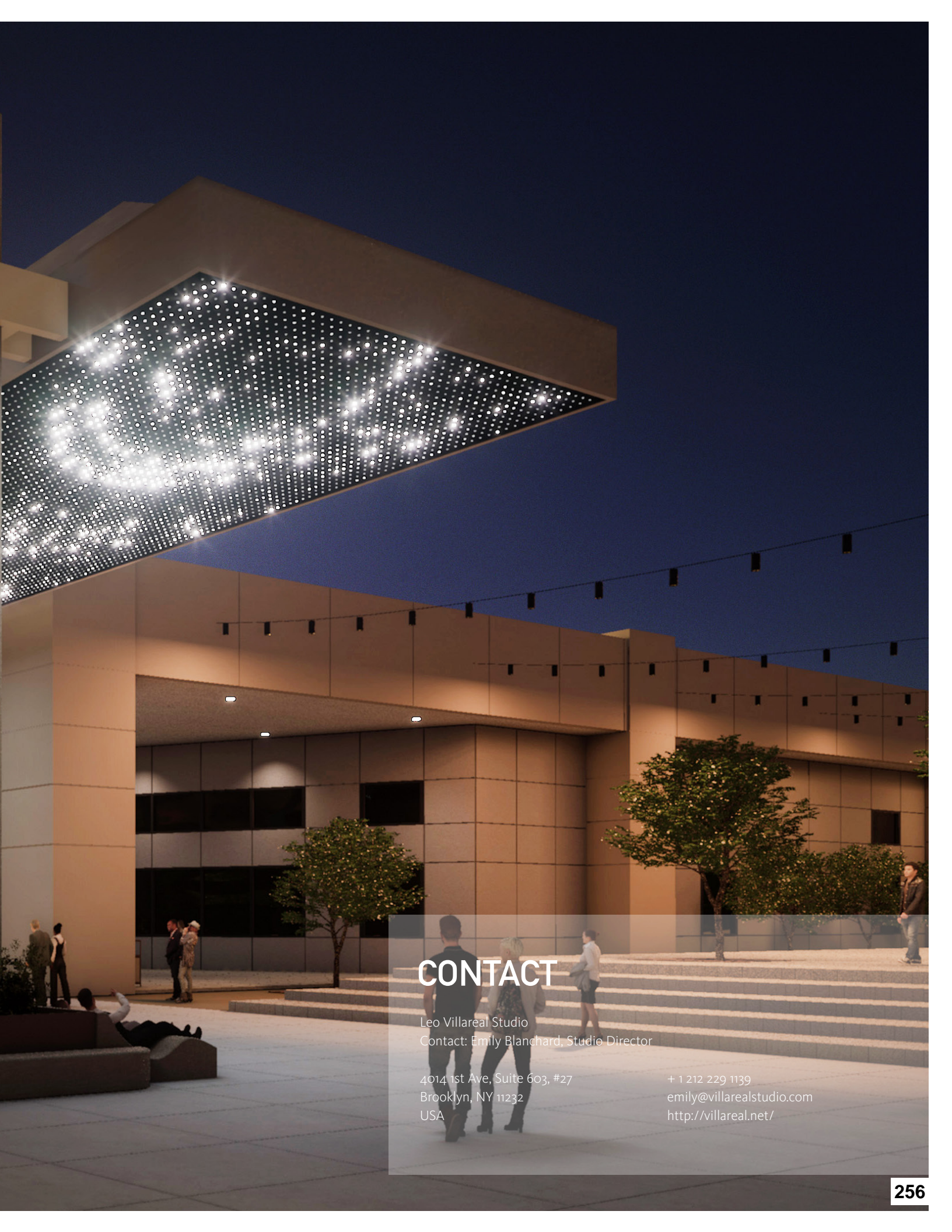
Each sPDS-480ca 24 V unit delivers power and data to a maximum of 480 nodes. The maximum number of sPDS-480ca 24 V units per installation varies based on the controller type and the node quantities of the luminaires.

Part Numbers

Use Item Number when ordering in North America.

Power/Data Supply	Item Number	Item 12NC
sPDS-480ca 24V	109-000026-01	912400133528
<i>Power/data supply, IEC US power cord, rack-mount brackets, surface-mount brackets, and Installation Instructions</i>		



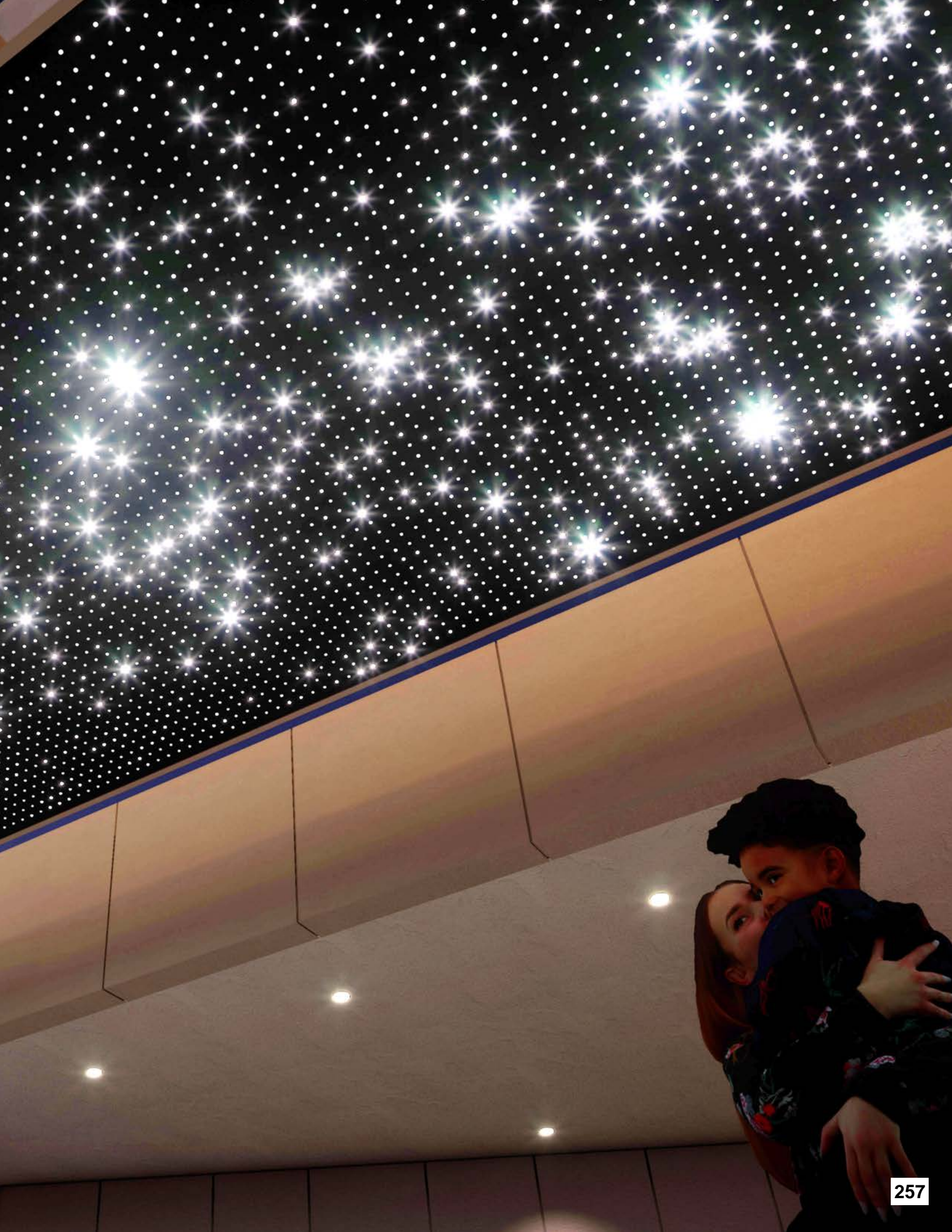


CONTACT

Leo Villareal Studio
Contact: Emily Blanchard, Studio Director

4014 1st Ave, Suite 603, #27
Brooklyn, NY 11232
USA

+ 1 212 229 1139
emily@villarealstudio.com
<http://villareal.net/>





Legislation Text

File #: 21-1326, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Human Resources, Araceli Guerra, (915) 212-1401

AGENDA LANGUAGE:

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

A Resolution that the 2021 Guidelines for the City Employees Charitable Campaign be adopted, designating the United Way of El Paso County as the Local Campaign Manager, and designating the City's Human Resources Director or designee to act as the liaison to work with the Local Campaign Manager in the administration of the campaign.

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

DEPARTMENT: Human Resources Department

AGENDA DATE: November 23, 2021

PUBLIC HEARING DATE:

CONTACT PERSON NAME AND PHONE NUMBER: Araceli Guerra, Managing Director, 915-212-1401

DISTRICT(S) AFFECTED: All

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

SUBGOAL:

SUBJECT:

Resolution that the 2021 Guidelines for the City Employees Charitable Campaign be adopted, designating the United Way of El Paso County as the Local Campaign Manager, and designating the City's Human Resources Director or designee to act as the liaison to work with the Local Campaign Manager in the administration of the campaign.

BACKGROUND / DISCUSSION:

The City implemented the City Employees Combined Charities Campaign approximately 18 years ago and has worked with the United Way of El Paso to assist with the conduct of the campaign

PRIOR COUNCIL ACTION:

September 4, 2018

AMOUNT AND SOURCE OF FUNDING:

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

DEPARTMENT HEAD:



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

CITY OF EL PASO
City Employee Charitable Campaign
GUIDELINES

I. Parties:

United Way of El Paso County – Local Campaign Manager

City of El Paso – Campaign Administrator

II. Purpose:

It is the purpose of these guidelines to establish and continue the City Employee Charitable Campaign (“Campaign”) for the solicitation of charitable contributions from City Employees through automated tax deductible payroll deductions. It is the intent of the Campaign to benefit the people living in El Paso to the greatest extent possible, by enhancing El Paso area programs and services through local reinvestment in non-profit charitable organizations.

III. Objectives:

To implement and continue the procedure for the solicitation of charitable donations from City Employees;

To establish eligibility criteria for charitable organizations who will be the recipients of these donations;

To allow all eligible charitable organizations an equal opportunity to seek charitable donations from City Employees;

To give each City employee the option to participate; and if so, to designate which eligible charitable organization will receive his or her donation; and

To conduct an annual charitable campaign that will be efficient, convenient, equitable, and beneficial to the community with minimal disruption of and to the workplace.

IV. Charity Eligibility Criteria:

- A. To be eligible to participate in the City Employee Charitable Campaign, a charitable organization must be a federation, member of a federation, or a local unaffiliated organization.

Federation: A federation is a charitable organization that serves as a fundraising entity and acts as an agent for at least five charitable organizations; is not organized exclusively

to solicit contributions from city employees; and is supported by voluntary contributions from city employees; and is supported by voluntary contributions from the public; and is incorporated in this state and has an established physical presence in this state in the form of an office or service that is staffed in the office at least 20 hours a week.

Member of a Federation: A member of a Federation is an organization that shares a similar mission, vision, or values as their federation. A member organization receives partial funding from their federation.

Local Unaffiliated Organization: A local unaffiliated organization is a charitable organization that does not categorize itself as a federation or a member of a federation.

- B. All applicants must have 501 (c) (3) status with the Internal Revenue Service for at least two years prior to the application closing date.
- C. The services provided must consist of human care or support; research, education, or environmental protection in the fields of human health, social adjustment or rehabilitation; relief for victims of natural disaster and other emergencies; or assistance to those who are impoverished and in need of food, shelter, clothing and other basic human welfare services; or research, education, shelter, protection or welfare of animals.
- D. The charitable organization must meet accountability requirements as follows:
 - 1. It must be governed by a volunteer Board of Directors who serve without compensation; and
 - 2. It must provide an annual financial audit by an independent Certified Public Accountant if the funds that were raised in the preceding year equal or exceed \$100,000. Organizations that raise funds between \$50,000 and \$100,000 must submit a CPA review/letter. Organizations raising under \$50,000 will be required to submit a Form 990.
- E. The charitable organization must not contribute funds collected from City employees toward any lobby or political advocacy group, or it must provide separate certification that the organization's expenses connected with lobbying and all attempts to influence voting or legislation would classify it as a tax-exempt agency under 26 U.S.C. 501 (h).
- F. The charitable organization must not be primarily affiliated with a specific religion.
- G. The charitable organization must have a written policy of non-discrimination and must comply with all laws and regulations regarding non-discrimination and equal opportunity with respect to clients, officers, employees and volunteers.

- H. The charitable organization must meet application deadlines.
- I. The charitable organization must agree to comply with all provisions in these guidelines.
- J. The charitable organization must have a Texas address and provide local and or statewide services.

V. City's Responsibilities:

The City's Human Resource Department will:

- A. Ensure City employee compliance with campaign guidelines;
- B. Establish application procedures;
- C. Assist United Way of El Paso County in the implementation of the campaign as it pertains to communications with City Employees.

The City's Payroll Department will:

- A. Ensure that designated payroll deduction will begin on the first pay period following the close of the campaign, and continue such deductions until calendar year's end unless sooner cancelled by the employee.

VI. Local Campaign Manager's Responsibilities:

- A. Review applications of organizations seeking to participate in the campaign to ensure eligibility in accordance with these Guidelines.
- B. Develop and create pledge forms to be distributed to employees.
- C. Create and print out any marketing materials.
- D. Collect employee deduction and designation forms and any cash and check donations.
- E. Create final designation and acknowledgement reports.
- F. Distribute undesignated funds on a pro-rata basis.
- G. Prepare reports for accounting purposes and for determining reimbursable costs.
- H. Transfer funds to all designated organizations.
- I. Coordinate with City HR and facilitate campaign services to all City employees and give notices to all organizations.

- J. Submit materials for distribution to employees no later than two weeks prior to the beginning of the campaign. Marketing materials must be approved by the City's Human Resources Director. Once approved, materials must be supplied in a sufficient quantity for distribution by United Way of El Paso County.

VII. Application Procedure:

- A. Organizations seeking participation in the City of El Paso's Combined Charitable Campaign shall apply by filing a completed application packet with United Way of El Paso County.
- B. The written application must include the following:
 - 1. Organization's official name, headquarters, local address, telephone number, and contact person;
 - 2. Organization's purpose or mission;
 - 3. List of members or constituent organizations with name, address, telephone number, and contact person for each;
 - 4. Description of services provided;
 - 5. Copy of policy of non-discrimination;
 - 6. Copies of most current annual and financial reports;
 - 7. Evidence of not-for-profit and tax-exempt status, and eligibility for charitable contributions under the provisions of IRS and a license to do business in the State of Texas;
 - 8. Disclosure of administrative costs; and
 - 9. A copy of the organization's by-laws.

RESOLUTION

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

That the Guidelines for the City Employees Charitable Campaign be adopted, designating the United Way of El Paso County as the Local Campaign Manager, and designating the City's Human Resources Director or designee to act as the liaison to work with the Local Campaign Manager in the administration of the campaign.

ADOPTED this ____ day of _____, 2021.


CITY OF EL PASO:

Oscar Leaser, Mayor

ATTEST:


Laura D. Prine, City Clerk

APPROVED AS TO CONTENT:



Araceli Guerra
Internal Services Managing Director

APPROVED AS TO FORM:



Kristen L. Hamilton-Karam
Senior Assistant City Attorney



Legislation Text

File #: 21-1322, **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.

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District 4

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 HSIP-F24-Hercules Avenue Safety Lights (Dyer | Railroad) project, which has an estimated total project cost of \$679,744.00 of which the estimated local government participation amount is estimated at \$75,283.00. 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**

AGENDA DATE: November 23, 2021
PUBLIC HEARING DATE: N/A
CONTACT PERSON(S) NAME AND PHONE NUMBER: Yvette Hernandez, (915) 212-1860
DISTRICT(S) AFFECTED: 4
STRATEGIC GOAL: No.7: Enhance and Sustain El Paso's Infrastructure Network
SUBGOAL: N/A

SUBJECT:

That the City Manager, or designee, be authorized to sign 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 HSIP-F24-Hercules Avenue Safety Lights (Dyer | Railroad) project, which has an estimated total project cost of \$679,744.00 of which the estimated local government participation amount is estimated at \$75,283.00. 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:

The HSIP-F24-Hercules Avenue Safety Lights (Dyer | Railroad) project consists of installing several luminaires safety lights along Hercules Avenue from Dyer Street to Railroad Drive.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Federal, state, and local funding 2013 CO's

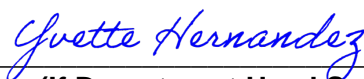
HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ___ YES ___ NO

PRIMARY DEPARTMENT: Capital Improvement Department

SECONDARY DEPARTMENT: Streets and Maintenance Department

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

DEPARTMENT HEAD:



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

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 HSIP-F24-Hercules Avenue Safety Lights (Dyer | Railroad) project, which has an estimated total project cost of \$679,744.00 of which the estimated local government participation amount is estimated at \$75,283.00. 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.

APPROVED this _____ day of _____, 2021.

THE CITY OF EL PASO:


ATTEST:

Oscar Leoser
Mayor

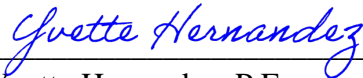
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Omar A. De La Rosa
Assistant City Attorney



Yvette Hernandez, P.E.
Director of Grant Funded Programs

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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 **the installation of luminaires safety lights along Hercules Avenue from Dyer Street to Railroad Drive**. 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.

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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.	Local Government	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 installing several luminaires safety lights along Hercules Avenue from Dyer Street to Railroad 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.

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- 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

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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.

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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.

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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

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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.

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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

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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:

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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. 11 th 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.

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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

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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), (prohibits 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).

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- 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

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- 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

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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

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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.

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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:



Signature

Yvette M. Hernandez

Typed or Printed Name


Director of Grant Funded Programs

Typed or Printed Title

11/1/21

Date

APPROVED AS TO FORM:



Signature

Omar De La Rosa

Typed or Printed Name

Assistance City Attorney

Typed or Printed Title

11/3/2021

Date

THE STATE OF TEXAS

Signature

Kenneth Stewart

Typed or Printed Name

Director of Contract Services

Typed or Printed Title

Date

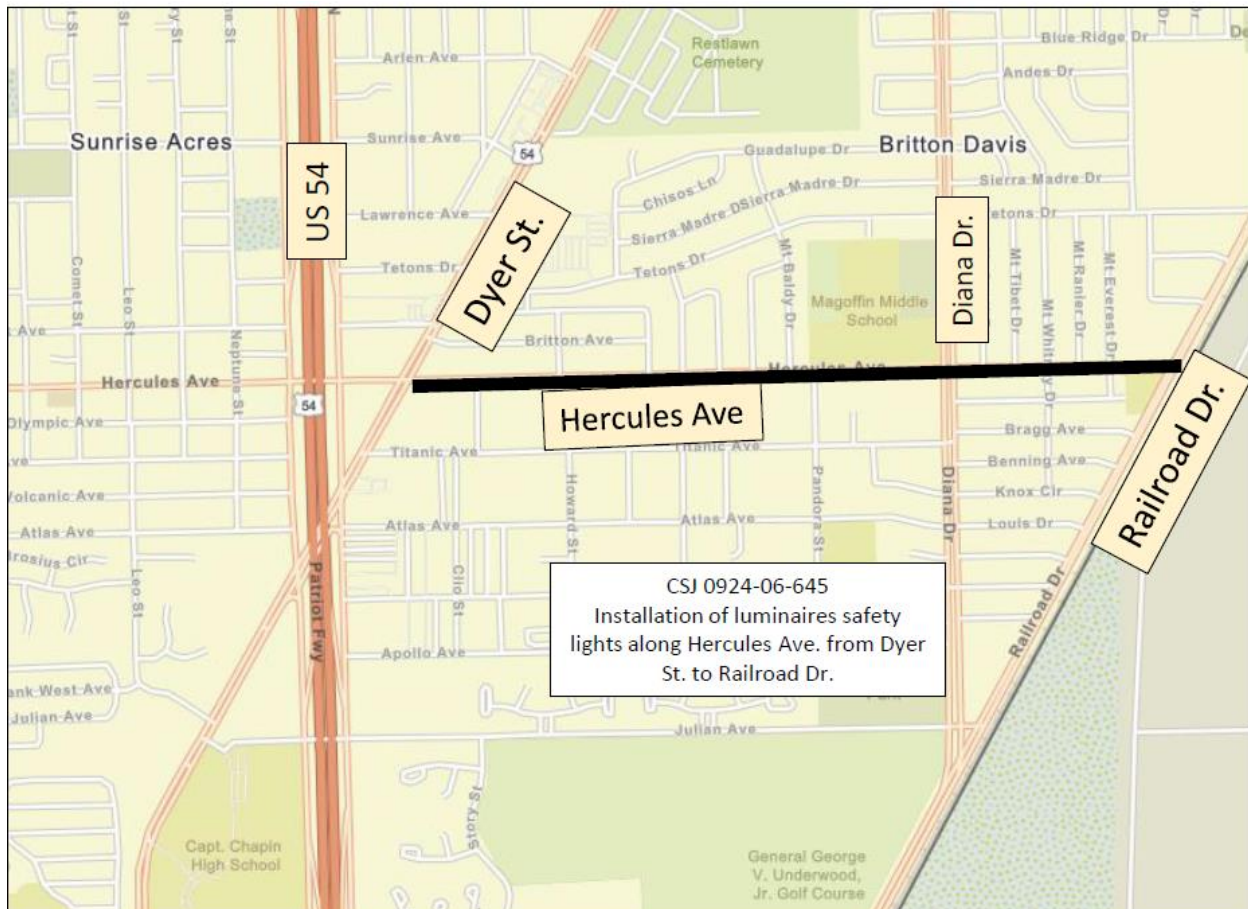
TxDOT:		Federal Highway Administration:	
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ATTACHMENT A
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

TxDOT:		Federal Highway Administration:	
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**ATTACHMENT B
LOCATION MAP SHOWING PROJECT**

DRAFT



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**ATTACHMENT C
PROJECT BUDGET**

DRAFT

Construction costs will be allocated based on 100% Federal 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 Local Government)	\$57,381	0%	\$0	0%	\$0	100%	\$57,381
Environmental (by State)	\$11,476	0%	\$0	0%	\$0	100%	\$11,476
Construction (by State)	\$573,806	100%	\$573,806	0%	\$0	0%	\$0
Subtotal	\$642,663		\$573,806		\$0		\$68,857
Environmental Direct State Costs	\$1,285	0%	\$0	0%	\$0	100%	\$1,285
Right of Way Direct State Costs	\$321	0%	\$0	0%	\$0	100%	\$321
Engineering Direct State Costs	\$1,607	0%	\$0	0%	\$0	100%	\$1,607
Utility Direct State Costs	\$321	0%	\$0	0%	\$0	100%	\$321
Construction Direct State Costs	\$2,892	0%	\$0	0%	\$0	100%	\$2,892
Indirect State Costs 4.77%	\$30,655	0%	\$0	100%	\$30,655	0%	\$0
TOTAL	\$679,744		\$573,806		\$30,655		\$75,283

Initial payment by the Local Government to the State: \$3,534
Payment by the Local Government to the State before construction: \$14,368
Estimate total payment by the Local Government to the State \$17,902.
This is an estimate. The final amount of Local Government participation will be based on actual costs.



City of El Paso

Capital Improvement Department



HSIP Hercules Ave Safety Lights Project

Advanced Funding Agreement

November 23, 2021

Background

- The HSIP-F24-Hercules Avenue Safety Lights (Dyer | Railroad) project consists of installing several luminaires safety lights along Hercules Avenue from Dyer Street to Railroad Drive.



Recommendations

- That the City Manager be authorized to sign an **Advance Funding Agreement** by and between the City of El Paso and the State of Texas, acting by and through the Texas Department of Transportation, for **HSIP-F24-Hercules Avenue Safety Lights (Dyer | Railroad) project**.
- Estimated total project cost: \$679,744.00
- Estimated **City participation** amount of **\$75,283.00**

Mission

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

Values

Integrity, **R**espect, **E**xcellence,
Accountability, **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,
Responsabilidad, **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



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 21-1306, **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.

Anne M. Giangliulo to the Museums and Cultural Affairs Advisory Board by Representative Alexsandra Annello, District 2.

DATE: 11/10/21

TO: City Clerk

FROM: City Representative Alessandra 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 November 23, 2021

Re-Appointment of Anne M. Giangiulio to the Museums and Cultural Affairs Advisory Board

Item should read as follows: by City Representative Alessandra Annello.

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: Museums and Cultural Affairs Advisory Board

NOMINATED BY: City Representative Alessandra Annello DISTRICT: Two

NAME OF APPOINTEE Anne M. Giangiulio
(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: 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:

Museums and Cultural Affairs Advisory Board as previous appointee, 2017 - 2021

WHO WAS THE LAST PERSON TO HAVE HELD THIS POSITION BEFORE IT BECAME VACANT?

NAME OF INCUMBENT: Anne M. Giangiulio

EXPIRATION DATE OF INCUMBENT: 10/1/21

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

DATE OF APPOINTMENT: 11/23/21

TERM BEGINS ON : 10/1/21

EXPIRATION DATE OF NEW APPOINTEE: 10/1/25

PLEASE CHECK ONE OF THE FOLLOWING: 1st TERM: _____

2nd TERM: X

UNEXPIRED TERM: _____

EDUCATION

- Tyler School of Art and Architecture, Temple University
MFA, summa cum laude, Graphic and Interactive Design, 2004
- Temple University, Summer Arts and Culture Seminar, Rome, Italy
Summer 2003
- Villanova University
BA, cum laude, English, 1995

PROFESSIONAL EXPERIENCE

- 2010–present
The University of Texas at El Paso (UTEP)
500 W. University Avenue, El Paso, TX 79968
Position: Associate Professor of Art, Graphic Design, with tenure
- 2004–2010
UTEP
500 W. University Avenue, El Paso, TX 79968
Position: Assistant Professor of Art, Graphic Design

UTEP is an overwhelmingly Hispanic-Serving Institution with 80% of its students identifying as Latinx. I instruct beginning to advanced graphic design courses. Introductory courses deal with the exploration of effective visual communication with emphasis on problem solving and conceptual development, along with forays into three-dimensional packaging and experimentation with materials. Topics include typography and letter form, symbol design, setting of body copy and headline types, combining text with images, and layout of the page. The advanced courses deal with design expression and conceptual approaches to solving graphic communication problems with an emphasis on an awareness of graphic design history. Topics include the use of typography in conjunction with photography, drawn images and the integration of form and content, function and context, and how concepts are formulated to communicate to specific audiences. Courses integrate a project designing for the community as with migrant workers or for UTEP's Centennial.

Administrative duties include student advising. I also serve on the committee to select a speaker/judge for the Annual Juried UTEP Student Art Exhibition in Graphic Design. Past selections include Joe Scorsone & Alice Drueding; Gail Anderson partner, with Joe Newton, at Anderson Newton Design; Lourdes Zolezzi; and Dirk Fowler of F2 Design. I played a leading role in developing a new graphic design curriculum which was implemented in the Fall 2008 semester. In addition to streamlining the degree plan down to a proper 120-credit hours, and identifying and eradicating all “hidden pre-requisites”, this curriculum now includes responsive web design and a class focused solely on typography and the history of graphic design. I created the department's web site, and created and maintain its social media presence. Every semester, I integrate civic engagement and “design for the common good” projects. Since 2012, I have worked with students to participate in pop-up galleries at downtown El Paso's Chalk the Block community arts festival. The students design posters and make a profit from their limited edition prints. From 2005–6 I led a group of ten art students to the annual Chinati Open House in Marfa, TX where they served as docents to the internationally-known collection of art work on display. In 2015 I was honored by the UTEP President's Higher Education Community Service Honor Roll for overseeing a student collaboration with Texas RioGrande Legal Aid designing the bilingual booklet Migrant Workers: Know Your Rights. I also help manage two state-of-the-art graphic design computer labs containing over 40 Mac stations, three large-format Epson printers, two large-format Epson scanners, two laser printers as well as peripheral equipment students may borrow like digital cameras, Wacom tablets, etc. I also supervise two work-study students who monitor the labs during the semester. In June of 2020, I composed the Statement of Solidarity for the UTEP Department of Art that expressed our genuine commitment to foster and sustain antiracist efforts in our teaching, art making, research, and community engagement.

In terms of service to the University at large, I am Chair of the Programmatic Learning Outcomes Committee for the Department of Art and deliver a plan every semester for learning outcome assessment to the Dean of the College of Liberal Arts (under whose jurisdiction the Department of Art falls). This plan is part of a greater effort to maintain UTEP's accreditation by The Commission on Colleges of the Southern Association of Colleges and Schools (SACS). SACS serves as the common denominator of shared values and practices among the diverse institutions in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, Tennessee, Texas, Virginia and Latin America and other international sites approved by the Commission on Colleges that award associate, baccalaureate, master's, or doctoral degrees.

SELECTED FREELANCE DESIGN CLIENTS

- Cinco Puntos Press, El Paso, TX
 Position: Book cover, interior templates, and graphic novel designer
 To Be Released in 2022 *¡Ándale, Prieta!* by Yasmín Ramírez
 2019 *Titles and Letters to Goya* by James Magee
 2019 *Girl Gone Missing* by Marcie R. Rendon
 2019 *The Bird Boys* by Lisa Sandlin
 2018 *A Song for the River* by Philip Connors
 2018 *A Woman in Bed* by Anne Finger
 2017 *All Around Us* by Xelena González, illustrated by Adriana M. García
 2017 *Ahgottahandleonit* by Donovan Mixon
 2017 *Murder on the Red River* by Marcie R. Rendon
 2016 *Quicks* by Kevin Waltman
 2016 *Pull* by Kevin Waltman
 2015 *Crane Boy* by Diana Cohn and Youme Landowne
 2015 *The Do-Right* by Lisa Sandlin
 2014 *A Tightly Raveled Mind* by Diane Lawson
 2014 *Slump* by Kevin Waltman
 2014 *The Black Butterfly* by Shirley Reva Vernick
 2014 *Cold Type* by Harvey Araton
 2014 *House of Purple Cedar* by Tim Tingle
 2013 *Next* by Kevin Waltman
 2013 *Remember Dippy* by Shirley Reva Vernick
 2013 *Conquistador of the Useless* by Joshua Isard
 2012 *Make It, Take It* by Rus Bradburd
 2012 *That Mad Game: Growing Up in a Warzone, An Anthology Of Essays From Around The Globe*, edited By J.L. Powers
 2011 *Dealing Death and Drugs: The Big Business of Dope in the U.S. and Mexico* by Beto O'Rourke & Susie Byrd
 2011 *What Side Are You on Anyway?* by George Ella Lyon, Illustrated by Christopher Cardinale
 2010 *Border Senses Series* book series designer
 2009 *Mr. Mendoza's Paintbrush* by Luis Alberto Urrea, Illustrated by Christopher Cardinale
 2008 *Pitch Black* by Youme Landowne and Anthony Horton
 2006 *The Shadow of the Shadow* by Paco Ignacio Taibo II

- Helix Solutions, El Paso, TX
 Position: Graphic Designer and Art Director
 2021 2020 *Ysleta del Sur Pueblo Year-End Report*
 2020 *Tiwa Language Book for the Ysleta del Sur Pueblo*
 2020 2019 *Ysleta del Sur Pueblo Year-End Report*, First Place, Annual Reports Category PRINT Awards, presented by Adobe, and featured on the *Graphis* blog in December 2019:
<http://blog.graphis.com/design-platinum-winning-work-by-michael-pantuso-and-new-entry-from-anne-m-giangiulio/>
 2019 2018 *Ysleta del Sur Pueblo Year-End Report*, featured on the *Graphis* blog in December 2019:
<http://blog.graphis.com/design-platinum-winning-work-by-michael-pantuso-and-new-entry-from-anne-m-giangiulio/>
 2019 *Ysleta del Sur Pueblo Family Resource Guide*
 2019 *Tribal Injury Atlas: New Mexico and Southwest Colorado* for the Albuquerque Area Southwest Tribal Epidemiology Center

- El Paso Museum of Art, El Paso, TX
 Position: Graphic Designer
 2015 Exhibit catalog design for *El Paso Museum of Art and Museo de Arte de Ciudad Juárez IV Biennial*
 2015 Exhibit catalog design for *Hal Marcus: Lyric Modern*
 2014 Exhibit catalog design for *From Renoir to Remington: Impressionism to the American West*
 2013 Exhibit catalog design for *Navigating Art Languages: The James M. Shelton, Jr. Collection*
 2010–11 Fiftieth Anniversary catalog design for *European Treasures at the El Paso Museum of Art*
 2009 Exhibit catalog design for *Into the Desert Light: Early El Paso Art 1850–1960*
 2007 Trifold brochure design for *The Sacred and the Secular: Women in Renaissance, Baroque and Rococo Prints and Picasso's Women: Prints From the Permanent Collection*

- The Centennial Museum and Chihuahuan Desert Gardens at The University of Texas at El Paso, El Paso, TX
 Position: Museum Exhibit Designer
 2013 *A Century of Transformations: The Centennial Celebration of The University of Texas at El Paso, 1914–2014*
 2011 *A River Interrupted: Making the Case for Changing our Management of the Rio Grande*
 2008 *To the Ends of the Earth: UTEP at the Poles*
 2008 *Building a Bosque: 10 Years of Habitat Restoration at Rio Bosque Wetlands Park*

SELECTED FREELANCE DESIGN CLIENTS (CONTINUED)

- The El Paso Public Library, Main Branch
Position: Bilingual Exhibit Designer, in collaboration with the UTEP Department of History
2011 *Building a City and a Nation: Immigration Stories from El Paso, Texas*
- El Paso Museum of History, El Paso, TX
Position: Bilingual Museum Exhibit Designer, in collaboration with the UTEP Department of History
2010 *El Paso: The Other Side of the Mexican Revolution*
- The Stanlee & Gerald Rubin Center for the Visual Arts at the University of Texas at El Paso, El Paso, TX
Position: Art Director, Graphic, Environmental, and Web Designer
2011 *Regina Silveira: Limits*, Exhibition Catalog Designer
2008 *Claiming Space: Mexican Americans in U.S. Cities*, Exhibition Catalog Designer
2008 *In the Weave: Bhutanese Textiles and National Identity*, Exhibition Catalog and Signage Designer
2008 *Unknitting: Challenging Textile Traditions*, Exhibition Catalog Designer
2007 *Julia Barello: Swirl*, Exhibition Catalog Designer
2007 *El Maestro Francisco Toledo: Art from Oaxaca, 1959–2006*, Exhibition Catalog Designer
2006 *Multiplicity: Contemporary Ceramic Sculpture*, Exhibition Trifold and Catalog Designer
2006 *Beverly Penn: Weeds*, Exhibition Catalog Designer
2006 *UTEP Department of Art Biennial Faculty Exhibition*, Exhibition Catalog Designer
2005 *Hanging in Balance: 42 Contemporary Necklaces*, Exhibition Catalog Designer
- The Frontera Land Alliance, El Paso, TX
Position: Logo and Web Designer
2007 www.fronteralandalliance.org

AWARDS | EXHIBITIONS | LECTURES | CURATORIAL AND PUBLISHED WORK

- 2021 Graphis Poster Annual 2021, Honorable Mention, *Texas is One of the Worst States for Women's Health*, created as part of the We the Women initiative to which I was invited to participate. This same poster traveled to exhibits at Moore College of Art & Design as well as to Kismet Cowork, Manayunk, both in Philadelphia, PA, and to Marietta College's Hermann Fine Arts Center in Marietta, Ohio.
- 2021 Graphis Design Annual 2021, Honorable Mention, *Ysleta del Sur Pueblo 2018 Year-End Report*
- 2020 PRINT Awards, presented by Adobe, First Place, Annual Reports Category, *Ysleta del Sur Pueblo 2019 Year-End Report*
- 2020 COVID-19 posters designed by my Spring Graphic Design 2 students and myself were featured on the Memorial Day, May 25, 2020 edition of popular design blog site "The Daily Heller" and all its related social media:
<https://www.printmag.com/post/the-daily-heller-memorial-day-texas-style>
- 2020 Article *Countering "Fake News" in the Design Classroom* published in the peer-reviewed international design scholarly journal *Message 4 Graphic Communication and Design Research* by University of Plymouth Press, UK.
- 2020 Remote Presentation (due to COVID) *Graphic Design Education in the Time of COVID-19* at the 11th Annual International Conference on Visual and Performing Arts, June 8–11, Athens, Greece.
- 2020 Three short videos presented at SHIFT, the AIGA Design Educators Community Virtual Summit, AIGA, August 3–7 Online, "How Must Our Teaching / Research / Community Shift?" Each video answered one of these questions:
 - How must our teaching shift?
<https://www.youtube.com/watch?v=k5RYU2P13es&feature=youtu.be>
 - How must our research shift?
<https://www.youtube.com/watch?v=ZntuQLHEYCK&feature=youtu.be>
 - How must our community shift?
<https://www.youtube.com/watch?v=6gd8w4VbXXU&feature=youtu.be>
- 2020 *Cross Pollination 20/20* My work and the work of my student Pedro Hinojos Serrato were accepted to this juried exhibition exploring the reciprocity of influence and inspiration between students' art-making and their instructors' studio practice. Tyler School of Art and Architecture, Philadelphia, PA, February 16–28.
- 2019 Presented paper *Civically-Engaged, Multi-Disciplinary Projects in the Design Classroom: Why They Should Be the Norm and How to Implement Them* at the Thirteenth International Conference on Design Principles & Practices held in Saint Petersburg, Russia, March 1–3.
- 2019 Invited to contribute a poster to *We the Women* on exhibit at various venues and featured on the *Daily Heller*:
<https://www.printmag.com/daily-heller/we-the-women-posters/>
<https://www.wethewomendesign.com/>
- 2018 Poster designed for the 2018 AIGA Get Out the Vote non-partisan exhibition, *Design for Democracy*, supported in part by the National Endowment for the Arts.
- 2017 My poster "In Favor of People's Human Rights in the Migration" had its limited rights purchased by the German publisher Junius Verlag to be used on the cover of the book *Globale Migration (Zur Einführung)* by Helen Schwenken.

AWARDS | EXHIBITIONS | LECTURES | CURATORIAL AND PUBLISHED WORK (CONTINUED)

- 2016 Top ten nominee representing UTEP for the UT Regents' Outstanding Teaching Award. The award honors outstanding performance in the classroom and dedication to innovation in undergraduate instruction.
- 2016 Poster designed for the 2016 AIGA *Get Out the Vote* non-partisan exhibition.
- 2015 My assignment from the Spring 2013 semester in which students worked with Texas RioGrande Legal Aid to design bilingual booklets for farmworkers was honored by UTEP's Center for Civic Engagement as an exemplary example of service learning and was featured in the University's Corporation for National and Community Service 2015 President's Higher Education Community Service Honor Roll.
- 2015 Invited to participate in the national campaign *Posters for Nepal*. The proceeds of all posters on sale at www.postersfornepal.com benefit UNICEF and the American Red Cross' efforts to aid the earthquake victims of that country.
- 2015 Invited to participate in the national campaign *Posters Against Ebola* and had my poster acquired by the Herskovits Library of African Studies at Northwestern University for their collection and for display at the Herskovits Library as part of an exhibit about the disease.
- 2015 Silver ADDY award, Advertising for the Arts category, for *Renoir to Remington: Impressionism to the American West* exhibition catalog design for the El Paso Museum of Art, Advertising Federation of El Paso
- 2014 Finalist for the The Texas Institute of Letters' annual award—Fred Whitehead Award for Design of a Trade Book for the design of *Remember Dippy* by Shirley Reva Vernick (Cinco Puntos Press)
- 2014 *10 Squared* Exhibition and Fundraiser, Stanlee and Gerald Rubin Center for the Visual Arts at the University of Texas at El Paso, El Paso, TX
- 2014 *UTEP Department of Art Biennial Faculty Exhibition*, Stanlee and Gerald Rubin Center for the Visual Arts at the University of Texas at El Paso, El Paso, TX
- 2012 Lecture and panelist at AIGA Geographics: Design, Education, and Transnational Terrain Conference, The University of Hawaii at Manoa, December 13–15.
- 2012 Gold ADDY award, for *Dealing Death and Drugs: The Big Business of Dope in the U.S. and Mexico* book design for Cinco Puntos Press, Advertising Federation of El Paso
- 2012 Unknitting logo included in *Logolounge Master Library, Volume 4: 3000 Type & Calligraphy Logos* by Catherine Fishel and Bill Gardner
- 2012 *UTEP Department of Art Biennial Faculty Exhibition*, Stanlee and Gerald Rubin Center for the Visual Arts at the University of Texas at El Paso, El Paso, TX
- 2011 *Victory for Tyler: Works on Paper and Posters Juried Exhibition*, Juried by Luba Lukova, Crane Arts Center, Temple University, Philadelphia, PA
- 2011 Gold ADDY award and Special Judges' Award, Advertising for the Arts category for *European Treasures at the El Paso Museum of Art*, Fiftieth Anniversary catalog, Advertising Federation of El Paso
- 2011 HEART logo included in *LogoLounge Master Library Volume 3: 3000 Shape & Symbol Logos* by Catherine Fishel and Bill Gardner
- 2010–11 Participated in the internationally traveling poster exhibit *Peace of Art*, raising awareness of the drug violence in Juárez, Mexico
- 2010 Finalist, 11th International Biennial of the Poster, Mexico City, Mexico for posters *Juárez: Once a City, Now Statistics* and *Juárez*.

PROFESSIONAL ASSOCIATIONS

- Board member, Museum and Cultural Affairs Advisory Board for the City of El Paso
- Advisory Board member, The Frontera Land Alliance
- Board member, Border Art Residency, La Union, NM
- Founding Member, AIGA El Paso Chapter 69

SKILLS

- Proficient in both Mac and PC platforms. Adobe InDesign, Illustrator, Photoshop, Portfolio, Dreamweaver, HTML, CSS, WordPress, Bootstrap, Flash, After Effects, Streamline, Director, SoundEdit, QuarkXpress, Microsoft Office. Fluent in Portuguese Creolo (language of the Cape Verde Islands) and functional in Spanish, Italian and Portuguese. Excellent oral and writing skills.



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 21-1352, **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.

Anna Alemán to the Parks and Recreation Advisory Board by Representative Alexsandra Annello, District 2.

DATE: 11.17.21

TO: City Clerk

FROM: City Representative Alessandra 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 November 23, 2021

Reappointment of Anna Alemán to the Parks and Recreation Advisory Board by City

Item should read as follows: Representative Alessandra Annello

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: Parks and Recreation Advisory Board

NOMINATED BY: City Representative Alessandra Annello DISTRICT: Two

NAME OF APPOINTEE Anna Alemán

(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:

Parks and Recreation Advisory Board – 2019 - 2021

WHO WAS THE LAST PERSON TO HAVE HELD THIS POSITION BEFORE IT BECAME VACANT?

NAME OF INCUMBENT: Anna Alemán

EXPIRATION DATE OF INCUMBENT: 10/14/2021

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

DATE OF APPOINTMENT: 11/17/21

TERM BEGINS ON : 10/15/21

EXPIRATION DATE OF NEW APPOINTEE: 10/15/25

PLEASE CHECK ONE OF THE FOLLOWING: 1st TERM: X

2nd TERM: _____

UNEXPIRED TERM: _____

Anna Alemán

RESUME

Professional Experience

Regional Director – January 11, 2021 – Present

Help manage the state-wide work of Children at Risk in West Texas and the Rio Grande Valley as well as create and implement a communications and fund development plan that includes major gifts, grant writing and special events. I am in the process of diversifying our fundraising efforts through planned giving, endowments and named funds. In El Paso, I am working with three nonprofits, Hunt Family Foundation and Workforce Solutions to establish a shared services alliance for early childhood education; brought the Center to End the Trafficking & Exploitation of Children's CEASE program to El Paso (we now serve as the Paso Del Norte Center of Hope's prevention arm); and convened a group of educators to discuss the pandemic learning loss in our community. I currently steward a portfolio of 100 donors across the state and I work closely with the board, development committee and program staff in these efforts.

Programs and Major Gifts – January 14, 2019 – January 11, 2021

University Medical Center (UMC) Foundation and El Paso Children's Hospital (EPCH) Foundation, El Paso, Texas

Refreshed and restarted UMC's naming rights and grateful patient processes. I work closely with both hospitals' four community programs through grant-writing and fundraising which resulted in:

- Secured \$890,000 Texas Department of Human Services grant for the Nurse Family Partnership program.
- Raised \$300,000 to relocate El Paso Children's Hospital C.A.R.E.S. Clinic
- Brought in \$150,000 in support of Sobreviviendo el Cancer/Surviving Cancer Program
- \$75,000 in naming rights

Executive Director—July 2016 to October 2018

Fund Development Director October 2018 – January 30, 2019

Paso del Norte Charitable Foundation, El Paso, Texas

Worked in collaboration with PDN Foundation's leadership to Cultivate and attracted new donor-advised, health, scholarship and agency-advised funds. Oversaw their establishment and growth and provided support for their initiatives and priorities. Worked with non-profits to establish and/or grow their endowments. I also oversaw accounting and financial reporting, supervised staff, developed a branding campaign and managing communications and public relations of the PDN Charitable Foundation in coordination with the Communications Director. Responsible for the implementation of El Paso Giving Day (a 24-hour charitable giving drive) and provide support to Fundación Para la Salud y Bienestar in Cd. Juarez, Chihuahua, Mexico.

Outcomes 2016 - present:

- Established 35 new funds including the Richard Castro Scholarship Fund and the foundation's first funding through a charitable gift annuity and life-insurance policy
- In 2017, I helped our partner agencies raise \$1.05 million and disbursed \$811,000 back into the community;
- El Paso Giving Day 2018 – surpassed the goal of \$300,000 by raising \$409,000 through 178 participating non-profits
- Under my tenure, the Foundation's assets grew from \$1.2 million to \$5 million. (According the CF Insights Foundation Center, the Paso del Norte Foundation “saw its total assets more than triple from FY 2016-FY2017”)

Executive Director—January 2006 to July 2016 and Capital Campaign Director—January 2013 to July 2016
FEMAP Foundation, El Paso, Texas – Cd. Juarez, Chihuahua, Mexico

Managed the day-to-day functions of a non-profit foundation that impacts, every year, the lives of 180,000 people in Cd. Juarez, Chihuahua/ El Paso, Texas international metroplex. Researched, composed and administered grants for bi-national projects that deal with the provision of health, prevention, micro-lending and youth programs. Developed and executed a creative development strategy to identify, cultivate and maintain contributions. Planned and managed special events and donor functions. Develops all communicate for stakeholders and maintained media relations. Worked closely with the program directors in Mexico to ensure grant compliance and reporting and to enhance and grow programs.

2006- 2016 – FEMAP Foundation

- Grew the Foundation's budget from \$300,000 to \$1.2 million
- Raised \$10 million as part of a Capital Campaign to build a School of Nursing and refurbish Hospital de la Familia
- Created the first bi-national fundraiser gala, now in its 14th year
- Developed strategic plans and raised the seed funds in 2010 for the Mobile Medical Unit to provide critical cancer detection and treatment for women in the Cd. Juarez *colonias* and the ValorArte Para Niñas y Niños an arts program that provides activities for disengaged youth
- Elevated profile of micro-finance and micro-entrepreneurial programs aimed at empowering women heads of household and attracted funding to support growth and sustainability of programs. In collaboration with the program director, we were awarded a \$200,000 grant from USAID

Director of Marketing & Communications—July 2003 to December 2005

YWCA El Paso Del Norte Region, El Paso, Texas

Responsible for the day-to-day operation of the YWCA Marketing Department and fulfilling the communications needs of the country's largest YWCA affiliate, its five branches and ancillary service sites. Duties included: Coordinating press conferences, assisting/supporting staff with the press and served as spokesperson, coordinating large-scale events for staff, civic leader recognition and fundraising purposes. Oversee all production of communication tools and collateral materials such as; newsletters; brochures; multi-branch activity guides; event programs, invitations, print advertising and an annual report. Responsible for writing and supervising production of radio and television commercials and organizational videos. Able to negotiate and coordinate media buys, media sponsorships and media coverage. In coordination with the Development Director, assisted in identifying, planning, and coordinating fund development programs and activities including donor cultivation and recognition, grant writing and fundraising, or assisting with special events.

Education

Master of Public Administration
National Urban Fellow
Bernard M. Baruch College
One Bernard Baruch Way, (55 Lexington)
New York, New York 10010

Bachelor of Arts Degree –Journalism/PR
Minor in English Literature
University of Texas at El Paso
500 W. University
El Paso, Texas 79968

Honors

Hicks-Middaugh Outstanding Alumni Award, University of Texas at El Paso's Department of Communication
Founding Cohort of the Paso del Norte Health Foundation's REALIZE Project

Civic Engagement

Current Board Service:	Global Ties US El Paso Council of International Visitors Humane Society of El Paso El Paso Parks & Recreation CommUNITY En Acción	
Prior:	FirstLight Community Foundation Executive Forum El Paso Public Library Foundation El Paso Museum & Cultural Affairs Public Art Committee Mujer Obrera – Centro del Obrero Fronterizo Hospitals of Providence Women’s Health Advisory Board	EPISD Education Foundation El Paso Museum of Art Advisory Board Bridge Center for Contemporary Art
Memberships:	The Borderplex Alliance Executive Forum	
Speaker:	Panelist: Stories from the Border - Borderplex Alliance: 2017 US Mexico Border Summit Integrated Health: Community Collaborations, NUE, 2012 Atlanta, Georgia	
Leadership:	Participated in Synergos’ Bridging Leadership Program 2018-2019	



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 21-1358, **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.

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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.

Laura Valdez to the Museums and Cultural Affairs Advisory Board by Representative Alexsandra Annello, District 2.

DATE: 11.17.21

TO: City Clerk

FROM: City Representative Alessandra 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 November 23, 2021

Reappointment of Laura Valdez to the Museums and Cultural Affairs Advisory Board by City

Item should read as follows: Representative Alessandra Annello.

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: Museums and Cultural Affairs Advisory Board

NOMINATED BY: City Representative Alessandra Annello DISTRICT: Two

NAME OF APPOINTEE Laura Valdez

(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:

Museums and Cultural Affairs Advisory Board 2018-2021

WHO WAS THE LAST PERSON TO HAVE HELD THIS POSITION BEFORE IT BECAME VACANT?

NAME OF INCUMBENT: Laura Valdez

EXPIRATION DATE OF INCUMBENT: 10/1/21

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

DATE OF APPOINTMENT: 11/23/21

TERM BEGINS ON : 10/2/21

EXPIRATION DATE OF NEW APPOINTEE: 10/1/25

PLEASE CHECK ONE OF THE FOLLOWING: 1st TERM: X

2nd TERM: _____

UNEXPIRED TERM: _____



LAURA VALDEZ

OBJECTIVE

To offer insight and perspective to help the artistic community with all projects on the horizon.

EXPERIENCE

Mother Of All Branding

Co founder 01/01/2020 - Present

- Oversee day to day operations that include conceptual brand development, graphic design, screen printing, embroidery.
- MOAB is a sister company to Corporate Connection that has more of a boutique art focus for local business.

Corporate Connection

Vice President 04/2014 – Present

- Oversee day to day operations that include graphic design, client uniform programs, online stores, fulfillment, and warehousing
- Corporate Connection is a decoration company that outfits some of the largest companies in the southwest.

VOLUNTEER POSITIONS

El Paso Sun City Pride Co-Director of PR and Marketing 2021-Present

Museums and Cultural Affairs Advisory Board Member 2018 – 2021

Gold Feather restaurant board of Directors 2020 -- Present



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 21-1356, **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.

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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.

Robert D. Garland III to the Building and Standards Commission by Representative Alexsandra Annello, District 2.

DATE: 11.17.21

TO: City Clerk

FROM: City Representative Alessandra 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 November 23, 2021

Appointment of Robert D. Garland III to the Building and Standards Commission Appointment

Item should read as follows: by City Representative Alessandra Annello.

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: Building and Standards Commission

NOMINATED BY: City Representative Alessandra Annello DISTRICT: Two

NAME OF APPOINTEE Robert D. Garland III

(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:

Zoning Board of Adjustments 2006 - 2011

WHO WAS THE LAST PERSON TO HAVE HELD THIS POSITION BEFORE IT BECAME VACANT?

NAME OF INCUMBENT: Kate Felzer

EXPIRATION DATE OF INCUMBENT: 10/31/21

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

DATE OF APPOINTMENT: 11/17/21

TERM BEGINS ON : 11/01/21

EXPIRATION DATE OF NEW APPOINTEE: 10/31/23

PLEASE CHECK ONE OF THE FOLLOWING: 1st TERM: X

2nd TERM: _____

UNEXPIRED TERM: _____

Robert D. Garland III

Education	University of Texas at Austin college of Engineering - B.S. Architectural Engineering University of Texas at Austin college of Architecture - Architecture
Skills	Architect - 2003 LEED A.P., B.D.&C. - 2009 Sustainable Design - 1990 Computer Rendering & Animation - 1989 Photography Autocad Architecture 2010 Photoshop CS3 Adobe Premiere CS3 Desktop Publishing Serif PagePlus & Pagemaker
Experience	<p>2017- Present WDA Architects -I have been working as a Senior Architect on a variety of projects from Multi family housing, Schools, planning, storage and Historical projects.</p> <p>1991- 2017 - Garland & Hilles Architects, El Paso, Texas - President. Where I started off as an intern. Became a licensed Architect in 2003 and became President in 2006.</p> <p>1989-1991 BKM Architects - Project manager, worked on construction documents and specifications and did construction observation.</p> <p>1987-1989 Garland & Hilles Architects - Draftsman, Straight out of school I was trained to do simple details and learned Computer Aided Design.</p> <p>1982 - 1987 University of Texas at Austin - I earned a degree in Architectural Engineering with a minor in Architecture.</p> <p>My experience includes: My experience spans the gamut in architecture with experience from drafting, Computer Aided Design, BIM, Green Building design such as LEED and Green Globes, Engineering experience with practical experience under a registered engineer Jose Vasquez, Construction documents, Life Safety and codes. When I was in college I was exposed to what is now called CNU, the concepts of using past planning principals to prevent suburban sprawl which has been incorporated into my designs ever since. Also the principals of sustainable design have been used ever since I joined Garland & Hilles being the first in the city to use LED lighting for example and Foam roofs.</p>
Professional Organizations	Member of the AIA National, Texas Society of Architects, AIA local chapter - President - 2012 LEED - AP D&C USGBC



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 21-1350, **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.

Edward Escudero to the Public Service Board Selection Committee by Representative Alexsandra Annello, District 2.

DATE: 11.17.21

TO: City Clerk

FROM: City Representative Alessandra 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 November 23, 2021

Appointment of Edward Escudero to the Public Service Board Selection Committee by City

Item should read as follows: Representative Alessandra Annello.

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: Public Service Board Selection Committee

NOMINATED BY: City Representative Alessandra Annello DISTRICT: Two

NAME OF APPOINTEE Edward Escudero
(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): No

HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTEES? IF SO, PLEASE PROVIDE NAMES AND DATES:

Yes – El Paso Water Utilities Public Service Board from 02/2010 to 02/2013

WHO WAS THE LAST PERSON TO HAVE HELD THIS POSITION BEFORE IT BECAME VACANT?

NAME OF INCUMBENT: Jose Cardenas

EXPIRATION DATE OF INCUMBENT: 12/31/9999

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

DATE OF APPOINTMENT: 11/17/21

TERM BEGINS ON : 11/17/21

EXPIRATION DATE OF NEW APPOINTEE: 12/31/9999

PLEASE CHECK ONE OF THE FOLLOWING: 1st TERM: X

2nd TERM: _____

UNEXPIRED TERM: _____

Edward Escudero, CPA

EXPERIENCE	High Desert Capital, LLC El Paso, TX <i>President & Chief Executive Officer</i> 2013 – Present <ul style="list-style-type: none"> Responsible for the Company's performance and overall operation Responsible for the Company's relationship with the El Paso business community
	C&R Distributing, LLC El Paso, TX <i>Executive Vice President and CFO</i> 2008 – 2013 <ul style="list-style-type: none"> Managed the distribution of fuel and lubricants Managed the operation of various convenience stores in West Texas and Southern New Mexico
	Petro Stopping Centers, L.P. El Paso, TX <i>Secretary and Chief Financial Officer</i> 2002 – 2007 <ul style="list-style-type: none"> Increased the company's annual revenue to more than \$2 billion dollars Expanded operations into 34 states Managed the following departments within the company: accounting, legal, human Resources, audit, financial planning and information systems. Managed the sale of Petro Stopping Centers in 2007
EDUCATION	The University of Texas at El Paso May 1992 Bachelor of Business Administration – Accounting
PROFESSIONAL LICENSES	Certified Public Accountant
PROFESSIONAL ASSOCIATIONS	Texas Society of Certified Public Accountants
COMMUNITY SERVICE	El Paso Collaborative for Academic Excellence, Board Member University of Texas at El Paso, Development Board, Board Member Medical Center of the Americas Realty Inc., Board Member El Paso Electric Company, Board Member Hospitals of Providence Memorial and Sierra Campuses, Governing Board Paso del Norte Community Foundation, Board Member Texas2036, Board Member Texas Business Leadership Council WestStar Bank, Board Member CREEED, Board Member Trellis Company, Board Member Hunt Group, Board Member Transtelco Inc., Board Member
LANGUAGES	Bilingual Proficiency in Spanish (Speaking, Reading, and Writing)



Legislation Text

File #: 21-1355, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

Accept the donation of \$5,000 from Sierra Machinery to go towards holiday events and initiatives in District 3, to include turkeys for families in need during Thanksgiving and Christmas gifts and grocery gift cards for a less-fortunate neighborhood in the district.

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

DEPARTMENT:

AGENDA DATE:

CONTACT PERSON NAME AND PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBJECT:

BACKGROUND/DISCUSSION:

PRIOR COUNCIL ACTION:

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

AMOUNT AND SOURCE OF FUNDING:

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

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



Legislation Text

File #: 21-1307, 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

Airport, Sam Rodriguez, (915) 212-0065

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

AGENDA LANGUAGE:

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

The linkage to the Strategic Plan is subsection 1.4 - Grow the core business of air transportation.

Award Summary:

Request that the Director of Purchasing & Strategic Sourcing be authorized to issue a Purchase Order to ProDIGIQ, Inc. referencing Contract 2016-009R Airport Lease Management. This will be a change order to increase the contract by \$46,334.87 for a not to exceed total contract amount of \$350,234.34. This award will ensure the airport meets the reporting requirements under GASB 87.

Department:	El Paso International Airport
Award to:	ProDIGIQ, Inc.
	Calabasas, CA
Total Estimated Amount:	\$46,334.87
Account No.:	562-522020-62030-3000
Funding Source:	Airport Operations Fund
District(s):	All

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

AGENDA DATE: November 23, 2021

PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE

NUMBER: Sam Rodriguez, Chief Operations and Transportation Officer, Aviation Director
and City Engineer, (915) 212-1845
Bruce D. Collins, Director of Purchasing & Strategic Sourcing, (915) 212-1181

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Strategic Goal: No. 1 Cultivate an Environment Conducive To Strong, Sustainable
Economic Development

SUBGOAL: 1.4 – Grow the core business of air transportation.

SUBJECT:

Request that the Director of Purchasing & Strategic Sourcing be authorized to issue a Purchase Order to ProDIGIQ, Inc. referencing Contract 2016-009R Airport Lease Management System. This will be a change order to increase the contract by \$46,334.87 for a not to exceed total contract amount of \$350,234.34.

BACKGROUND / DISCUSSION:

The Department of Aviation is requesting an addition of scope to existing Contract 2016-009R Airport Lease Management System to integrate PeopleSoft Financials into the Airport's Lease Management System. This upgrade will allow the airport to meet the reporting requirements under GASB 87.

SELECTION SUMMARY:

N/A

CONTRACT VARIANCE:

N/A

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

On February 23, 2016 City approved the award of contract 2016-009R to ProDIGIQ, Inc. for a five (5) year term and two five (5) year-option to extend the contract for a total amount of \$514,376.68

AMOUNT AND SOURCE OF FUNDING:

Amount: \$46,334.87

Funding Source: Airport Operations

Account: 562/3000/62030/522020

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: El Paso International Airport
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:



Sam Rodriguez, Chief Operations and Transportation Officer, Aviation Director and City Engineer

**PROJECT FORM
(Change Order)**

Please place the following item on the **Consent** agenda for the Council Meeting of **November 23, 2021**.

STRATEGIC GOAL: NO. 1 CULTIVATE AN ENVIRONMENT CONDUCIVE TO STRONG, SUSTAINABLE ECONOMIC DEVELOPMENT

The linkage to the Strategic Plan is subsection 1.4 - Grow the core business of air transportation.

Award Summary:

Request that the Director of Purchasing & Strategic Sourcing be authorized to issue a Purchase Order to ProDIGIQ, Inc. referencing Contract 2016-009R Airport Lease Management. This will be a change order to increase the contract by \$46,334.87 for a not to exceed total contract amount of \$350,234.34. This award will ensure the Airport to meet the reporting requirements under GASB 87.

Department:	El Paso International Airport
Award to:	ProDIGIQ, Inc. Calabasas, CA
Total Estimated Amount:	\$46,334.87
Account No.:	562-522020-62030-3000
Funding Source:	Airport Operations Fund
District(s):	All

Contact person:

Purchasing & Strategic Sourcing, Bruce D. Collins, (915) 212-1181
El Paso International Airport, Sam Rodriquez, (915) 212-0065



Legislation Text

File #: 21-1323, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

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

AGENDA LANGUAGE:

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

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

Award Summary:

Award of Solicitation of 2021-1389 Parks Permanent Restrooms Cleaning Services to Ace Government Services, LLC for a three (3) year initial term estimated amount of \$279,240.00. The award also includes a two (2) year option for an estimated amount of \$186,160.00. 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 \$465,400.00. This contract will provide restroom cleaning at City park sites.

Contract Variance:

The difference in price, based on comparison to the previous contract is as follows: A decrease of \$238,618.39 for the initial term, which represents a -46.08% decrease due to decrease in pricing.

Department:	Streets and Maintenance
Vendor:	Ace Government Services, LLC
	El Paso, TX
Item(s):	All
Initial Term:	3 years
Option to Extend:	2 years
Annual Estimated Award:	\$93,080.00
Initial Term Estimated Award:	\$279,240.00 (3 years)
Total Estimated Award:	\$465,400.00 (5 years)
Account No.:	451-1000-522060-51295-P5120
Funding Source:	General Fund
District(s):	All

This is a Best Value contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Ace Government Services, 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.

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

AGENDA DATE: November 23, 2021

PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

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

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 7.2 – Improve competitiveness through infrastructure improvements impacting the quality of life

SUBJECT:

The award of solicitation of 2021-1389 Parks Permanent Restrooms Cleaning Services to Ace Government Services, LLC for a three (3) year initial term estimated amount of \$279,240.00. The award also includes a two (2) year option for an estimated amount of \$186,160.00. 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 \$465,400.00.

BACKGROUND / DISCUSSION:

This contract will provide restroom cleaning at City park sites.

SELECTION SUMMARY:

Solicitation was advertised on August 3, 2021 and August 10, 2021. The solicitation was posted on City website on August 3, 2021. The email (Purmail) notification was sent out on August 5, 2021. There were a total of sixty six (66) viewers online; three (3) bids were received; three (3) from local suppliers.

CONTRACT VARIANCE:

The difference in price, based on comparison to the previous contract is as follows: A decrease of \$238,618.39 for the initial term, which represents a -46.08% decrease due to a decrease in pricing.

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$279,240.00

Funding Source: General Fund

Account: 451 – 1000 – 522060 – 51295 – P5120

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ____ YES ____ NO

PRIMARY DEPARTMENT: Streets and Maintenance

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:

 11/10/2021

Richard J. Bristol – Streets and Maintenance Director

**COUNCIL PROJECT FORM
(BEST VALUE)**

*******POSTING LANGUAGE BELOW*******

Please place the following item on the **CONSENT** agenda for the Council Meeting of **November 23, 2021**.

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

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

Award Summary:

Discussion and action on the award of solicitation of 2021-1389 Parks Permanent Restrooms Cleaning Services to Ace Government Services, LLC for a three (3) year initial term estimated amount of \$279,240.00. The award also includes a two (2) year option for an estimated amount of \$186,160.00. 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 \$465,400.00. This contract will provide restroom cleaning at City park sites.

Contract Variance:

The difference in price, based on comparison to the previous contract is as follows: A decrease of \$238,618.39 for the initial term, which represents a -46.08% decrease due to a decrease in pricing.

Department:	Streets and Maintenance
Vendor:	Ace Government Services, LLC El Paso, TX
Item(s):	All
Initial Term:	3 years
Option to Extend:	2 years
Annual Estimated Award:	\$93,080.00
Initial Term Estimated Award:	\$279,240.00 (3 years)
Total Estimated Award:	\$465,400.00 (5 years)
Account No.:	451-1000-522060-51295-P5120
Funding Source:	General Fund
District(s):	All

This is a Best Value contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Ace Government Services, 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.

*******ADDITIONAL INFO BELOW*******

CITY OF EL PASO BEST VALUE SCORESHEET

PROJECT: 2021-1389 Parks Permanent Restrooms Cleaning Services

	MAX POINTS	Ace Government Services, LLC	K Clean Sweep Rite, Inc.	ASEO, Inc.
Factor A - Price	30	30.00	4.49	16.97
Factor B - Experience - Comparable Contracts	20	20.00	20.00	3.22
Factor C - References	15	15.00	10.53	0.00
Factor D – Employee Medical Benefits and Incentives	10	2.00	2.00	0.00
Factor E - Work Plan	25	24.33	10.34	0.00
TOTAL SCORE	100	91.33	47.36	20.19
Rank		1	2	3



CITY OF EL PASO BID TABULATION FORM



Project Name: Parks Permanent Restrooms Cleaning Services
Bid Opening Date: October 6, 2021

Solicitation #: 2021-1389
Department: Streets and Maintenance

		Ace Government Services, LLC El Paso, TX Bidder 1 of 3			ASEO, Inc. El Paso, TX Bidder 2 of 3		
Group I: 7-Day Service							
ITEM NO.	Park	Daily Rate (A)	Yearly Amount B = A X 365	3-Year Total C = B X 3	Daily Rate (A)	Yearly Amount B = A X 365	3-Year Total C = B X 3
1	Irwin J. Lambka	\$9.00	\$3,285.00	\$9,855.00	\$17.64	\$6,438.60	\$19,315.80
2	Westside Community	\$9.00	\$3,285.00	\$9,855.00	\$17.64	\$6,438.60	\$19,315.80
3	Westside Sports	\$15.00	\$5,475.00	\$16,425.00	\$17.64	\$6,438.60	\$19,315.80
4	Braden Aboud	\$9.00	\$3,285.00	\$9,855.00	\$17.64	\$6,438.60	\$19,315.80
5	Eastwood	\$9.00	\$3,285.00	\$9,855.00	\$17.64	\$6,438.60	\$19,315.80
6	Lionel Forti	\$9.00	\$3,285.00	\$9,855.00	\$17.64	\$6,438.60	\$19,315.80
7	Modesto Gomez	\$9.00	\$3,285.00	\$9,855.00	\$17.64	\$6,438.60	\$19,315.80
8	Ponder	\$9.00	\$3,285.00	\$9,855.00	\$17.64	\$6,438.60	\$19,315.80
9	WWI Veterans of Company E	\$9.00	\$3,285.00	\$9,855.00	\$17.64	\$6,438.60	\$19,315.80
10	Blackie Cheshier	\$11.00	\$4,015.00	\$12,045.00	\$17.64	\$6,438.60	\$19,315.80

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.
This is a Best Value Procurement. Price and other factors shall be evaluated to determine an awardee.

APPROVED: /s/
DATE: 10/12/2021



CITY OF EL PASO BID TABULATION FORM



Project Name: Parks Permanent Restrooms Cleaning Services
Bid Opening Date: October 6, 2021

Solicitation #: 2021-1389
Department: Streets and Maintenance

		Ace Government Services, LLC El Paso, TX Bidder 1 of 3			ASEO, Inc. El Paso, TX Bidder 2 of 3		
Group I: 7-Day Service							
ITEM NO.	Park	Daily Rate (A)	Yearly Amount B = A X 365	3-Year Total C = B X 3	Daily Rate (A)	Yearly Amount B = A X 365	3-Year Total C = B X 3
11	Capistrano	\$11.00	\$4,015.00	\$12,045.00	\$17.64	\$6,438.60	\$19,315.80
12	Marty Robbins	\$11.00	\$4,015.00	\$12,045.00	\$17.64	\$6,438.60	\$19,315.80
13	Logan Park	\$9.00	\$3,285.00	\$9,855.00	\$17.64	\$6,438.60	\$19,315.80
14	Northeast Regional	\$11.00	\$4,015.00	\$12,045.00	\$17.64	\$6,438.60	\$19,315.80
15	Sue Young	\$11.00	\$4,015.00	\$12,045.00	\$17.64	\$6,438.60	\$19,315.80
16	Sunrise	\$9.00	\$3,285.00	\$9,855.00	\$17.64	\$6,438.60	\$19,315.80
17	Eastside Sports	\$14.00	\$5,110.00	\$15,330.00	\$17.64	\$6,438.60	\$19,315.80
18	Chamizal Recreation Center	\$9.00	\$3,285.00	\$9,855.00	\$17.64	\$6,438.60	\$19,315.80
19	Argal	\$9.00	\$3,285.00	\$9,855.00	\$17.64	\$6,438.60	\$19,315.80
Subtotal Group I			\$70,080.00	\$210,240.00		\$122,333.40 Bidder's Price: \$6,438.60	\$367,000.20 Bidder's Price: \$19,315.80

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract. This is a Best Value Procurement. Price and other factors shall be evaluated to determine an awardee.

APPROVED: /s/
DATE: 10/12/2021



CITY OF EL PASO BID TABULATION FORM



Project Name: Parks Permanent Restrooms Cleaning Services
Bid Opening Date: October 6, 2021

Solicitation #: 2021-1389
Department: Streets and Maintenance

		Ace Government Services, LLC El Paso, TX Bidder 1 of 3			ASEO, Inc. El Paso, TX Bidder 2 of 3		
Group II: Seasonal Service (April 15 – October 15)							
ITEM NO.	Park	Daily Rate (A)	Yearly Amount B = A X 183	3-Year Total C = B X 3	Daily Rate (A)	Yearly Amount B = A X 183	3-Year Total C = B X 3
1	Westside Community	\$18.00	\$3,294.00	\$9,882.00	\$17.64	\$3,228.12	\$9,684.36
2	Braden Aboud	\$18.00	\$3,294.00	\$9,882.00	\$17.64	\$3,228.12	\$9,684.36
3	Lionel Forti	\$18.00	\$3,294.00	\$9,882.00	\$17.64	\$3,228.12	\$9,684.36
4	Chamizal Recreation Center	\$18.00	\$3,294.00	\$9,882.00	\$17.64	\$3,228.12	\$9,684.36
5	Marty Robbins	\$20.00	\$3,660.00	\$10,980.00	\$17.64	\$3,228.12	\$9,684.36
6	Sue Young	\$20.00	\$3,660.00	\$10,980.00	\$17.64	\$3,228.12	\$9,684.36
Subtotal Group II			\$20,496.00	\$61,488.00		\$19,368.72 Bidder's Price: \$3,228.12	\$58,106.16 Bidder's Price: \$9,684.36

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This is a Best Value Procurement. Price and other factors shall be evaluated to determine an awardee.

APPROVED: _/s/_
DATE: 10/12/2021



CITY OF EL PASO BID TABULATION FORM



Project Name: Parks Permanent Restrooms Cleaning Services

Solicitation #: 2021-1389

Bid Opening Date: October 6, 2021

Department: Streets and Maintenance

				Ace Government Services, LLC El Paso, TX Bidder 1 of 3			ASEO, Inc. El Paso, TX Bidder 2 of 3		
Group III – On Demand Cleaning (Single Cleaning)									
ITEM NO.	Description	Estimated Quantities		Event Rate (B)	Yearly Amount C = AXB	3-Year Total D = C X 3	Event Rate (B)	Yearly Amount C = AXB	3-Year Total D = C X 3
		Min	Max (A)						
1	Irwin J. Lambka	1	8	\$15.00	\$120.00	\$360.00	\$150.00	\$1,200.00	\$3,600.00
2	Westside Community	1	8	\$15.00	\$120.00	\$360.00	\$150.00	\$1,200.00	\$3,600.00
3	Westside Sports	1	8	\$30.00	\$240.00	\$720.00	\$150.00	\$1,200.00	\$3,600.00
4	Braden Aboud	1	8	\$15.00	\$120.00	\$360.00	\$150.00	\$1,200.00	\$3,600.00
5	Eastwood	1	8	\$15.00	\$120.00	\$360.00	\$150.00	\$1,200.00	\$3,600.00
6	Lionel Forti	1	8	\$15.00	\$120.00	\$360.00	\$150.00	\$1,200.00	\$3,600.00
7	Modesto Gomez	1	8	\$15.00	\$120.00	\$360.00	\$150.00	\$1,200.00	\$3,600.00
8	Ponder	1	8	\$15.00	\$120.00	\$360.00	\$150.00	\$1,200.00	\$3,600.00
9	WWI Veterans of Company E	1	8	\$15.00	\$120.00	\$360.00	\$150.00	\$1,200.00	\$3,600.00

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.
This is a Best Value Procurement. Price and other factors shall be evaluated to determine an awardee.

APPROVED: /s/

DATE: 10/12/2021



CITY OF EL PASO BID TABULATION FORM



Project Name: Parks Permanent Restrooms Cleaning Services

Solicitation #: 2021-1389

Bid Opening Date: October 6, 2021

Department: Streets and Maintenance

				Ace Government Services, LLC El Paso, TX			ASEO, Inc. El Paso, TX		
Group III – On Demand Cleaning (Single Cleaning)				Bidder 1 of 3			Bidder 2 of 3		
ITEM NO.	Description	Estimated Quantities		Event Rate (B)	Yearly Amount C = AXB	3-Year Total D = C X 3	Event Rate (B)	Yearly Amount C = AXB	3-Year Total D = C X 3
		Min	Max (A)						
10	Blackie Chesher	1	8	\$15.00	\$120.00	\$360.00	\$150.00	\$1,200.00	\$3,600.00
11	Capistrano	1	8	\$15.00	\$120.00	\$360.00	\$150.00	\$1,200.00	\$3,600.00
12	Marty Robbins	1	8	\$15.00	\$120.00	\$360.00	\$150.00	\$1,200.00	\$3,600.00
13	Logan Park	1	8	\$15.00	\$120.00	\$360.00	\$150.00	\$1,200.00	\$3,600.00
14	Northeast Regional	1	8	\$15.00	\$120.00	\$360.00	\$150.00	\$1,200.00	\$3,600.00
15	Sue Young	1	8	\$15.00	\$120.00	\$360.00	\$150.00	\$1,200.00	\$3,600.00
16	Sunrise	1	8	\$15.00	\$120.00	\$360.00	\$150.00	\$1,200.00	\$3,600.00
17	Eastside Sports	1	8	\$28.00	\$224.00	\$672.00	\$150.00	\$1,200.00	\$3,600.00

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.
This is a Best Value Procurement. Price and other factors shall be evaluated to determine an awardee.

APPROVED: /s/

DATE: 10/12/2021



CITY OF EL PASO BID TABULATION FORM



Project Name: Parks Permanent Restrooms Cleaning Services

Solicitation #: 2021-1389

Bid Opening Date: October 6, 2021

Department: Streets and Maintenance

				Ace Government Services, LLC El Paso, TX			ASEO, Inc. El Paso, TX		
Group III – On Demand Cleaning (Single Cleaning)				Bidder 1 of 3			Bidder 2 of 3		
ITEM NO.	Description	Estimated Quantities		Event Rate (B)	Yearly Amount C = AXB	3-Year Total D = C X 3	Event Rate (B)	Yearly Amount C = AXB	3-Year Total D = C X 3
		Min	Max (A)						
18	Chamizal Recreation Center	1	8	\$15.00	\$120.00	\$360.00	\$150.00	\$1,200.00	\$3,600.00
19	Argal	1	8	\$15.00	\$120.00	\$360.00	\$150.00	\$1,200.00	\$3,600.00
Subtotal Group III					\$2,504.00	\$7,512.00		\$22,800.00 Bidder's Price: \$1,200.00	\$68,400.00 Bidder's Price: \$3,600.00
					Yearly Amount	3-Year Total		Yearly Amount	3-Year Total
Sum Total Group I, Group II and Group III					\$93,080.00	\$279,240.00		\$164,502.12	\$493,506.36

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.
This is a Best Value Procurement. Price and other factors shall be evaluated to determine an awardee.

APPROVED: /s/
DATE: 10/12/2021



CITY OF EL PASO BID TABULATION FORM



Project Name: Parks Permanent Restrooms Cleaning Services
Bid Opening Date: October 6, 2021

Solicitation #: 2021-1389
Department: Streets and Maintenance

	Ace Government Services, LLC El Paso, TX Bidder 1 of 3	ASEO, Inc. El Paso, TX Bidder 2 of 3
<u>OPTION TO EXTEND THE TERM OF THE AGREEMENT</u> THE CITY AT ITS SOLE DISCRETION, MAY EXERCISE ANY OPTION TO EXTEND THE TERM OF THE AGREEMENT, BY GIVING THE CONTRACTOR WRITTEN NOTICE WITHIN THE TIME PERIOD NOTED ON THE SELECTED OPTIONS. THE TERM OF THIS CONTRACT SHALL BE BASED ON ONE OF SELECTIONS BELOW AND UNDER THE SAME TERMS AND CONDITIONS. THE CITY MANAGER OR DESIGNEE MAY EXTEND THE OPTION TO EXTEND. BIDDER OFFERS THE CITY THE OPTION OF EXTENDING THE TERM OF THE CONTRACT FOR:		
TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S), IF THE OPTION IS EXERCISED PRIOR TO THE EXPIRATION OF THE ORIGINAL TERM OF CONTRACT.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NO OPTION OFFERED	<input type="checkbox"/>	<input type="checkbox"/>
AMENDMENTS ACKNOWLEDGED:	Yes	Yes
BIDS SOLICITED: 55 LOCAL BIDS SOLICITED: 51 BIDS RECEIVED: 3 LOCAL BIDS RECEIVED: 3 NO BID: 0		

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.
This is a Best Value Procurement. Price and other factors shall be evaluated to determine an awardee.

APPROVED: /s/
DATE: 10/12/2021



CITY OF EL PASO BID TABULATION FORM



Project Name: Parks Permanent Restrooms Cleaning Services
Bid Opening Date: October 6, 2021

Solicitation #: 2021-1389
Department: Streets and Maintenance

Group I: 7-Day Service		K Clean Sweep Rite, Inc. El Paso, TX Bidder 3 of 3					
ITEM NO.	Park	Daily Rate (A)	Yearly Amount B = A X 365	3-Year Total C = B X 3			
1	Irwin J. Lambka	\$72.01	\$26,283.65	\$78,850.95			
2	Westside Community	\$72.01	\$26,283.65	\$78,850.95			
3	Westside Sports	\$72.01	\$26,283.65	\$78,850.95			
4	Braden Aboud	\$72.01	\$26,283.65	\$78,850.95			
5	Eastwood	\$72.01	\$26,283.65	\$78,850.95			
6	Lionel Forti	\$72.01	\$26,283.65	\$78,850.95			
7	Modesto Gomez	\$72.01	\$26,283.65	\$78,850.95			
8	Ponder	\$72.01	\$26,283.65	\$78,850.95			
9	WWI Veterans of Company E	\$72.01	\$26,283.65	\$78,850.95			
10	Blackie Cheshier	\$72.01	\$26,283.65	\$78,850.95			

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.
This is a Best Value Procurement. Price and other factors shall be evaluated to determine an awardee.

APPROVED: /s/
DATE: 10/12/2021



CITY OF EL PASO BID TABULATION FORM



Project Name: Parks Permanent Restrooms Cleaning Services
Bid Opening Date: October 6, 2021

Solicitation #: 2021-1389
Department: Streets and Maintenance

Group I: 7-Day Service		K Clean Sweep Rite, Inc. El Paso, TX Bidder 3 of 3					
ITEM NO.	Park	Daily Rate (A)	Yearly Amount B = A X 365	3-Year Total C = B X 3			
11	Capistrano	\$72.01	\$26,283.65	\$78,850.95			
12	Marty Robbins	\$72.01	\$26,283.65	\$78,850.95			
13	Logan Park	\$72.01	\$26,283.65	\$78,850.95			
14	Northeast Regional	\$72.01	\$26,283.65	\$78,850.95			
15	Sue Young	\$72.01	\$26,283.65	\$78,850.95			
16	Sunrise	\$72.01	\$26,283.65	\$78,850.95			
17	Eastside Sports	\$72.01	\$26,283.65	\$78,850.95			
18	Chamizal Recreation Center	\$72.01	\$26,283.65	\$78,850.95			
19	Argal	\$72.01	\$26,283.65	\$78,850.95			
Subtotal Group I			\$499,389.35	\$1,498,168.05			

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract. This is a Best Value Procurement. Price and other factors shall be evaluated to determine an awardee.

APPROVED: /s/
DATE: 10/12/2021



CITY OF EL PASO BID TABULATION FORM



Project Name: Parks Permanent Restrooms Cleaning Services
Bid Opening Date: October 6, 2021

Solicitation #: 2021-1389
Department: Streets and Maintenance

		K Clean Sweep Rite, Inc. El Paso, TX Bidder 3 of 3					
Group II: Seasonal Service (April 15 – October 15)							
ITEM NO.	Park	Daily Rate (A)	Yearly Amount B = A X 183	3-Year Total C = B X 3			
1	Westside Community	\$72.01	\$13,177.83	\$39,533.49			
2	Braden Aboud	\$72.01	\$13,177.83	\$39,533.49			
3	Lionel Forti	\$72.01	\$13,177.83	\$39,533.49			
4	Chamizal Recreation Center	\$72.01	\$13,177.83	\$39,533.49			
5	Marty Robbins	\$72.01	\$13,177.83	\$39,533.49			
6	Sue Young	\$72.01	\$13,177.83	\$39,533.49			
Subtotal Group II			\$79,066.98	\$237,200.94			

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract. This is a Best Value Procurement. Price and other factors shall be evaluated to determine an awardee.

APPROVED: /s/
DATE: 10/12/2021



CITY OF EL PASO BID TABULATION FORM



Project Name: Parks Permanent Restrooms Cleaning Services

Solicitation #: 2021-1389

Bid Opening Date: October 6, 2021

Department: Streets and Maintenance

				K Clean Sweep Rite, Inc. El Paso, TX					
Group III – On Demand Cleaning (Single Cleaning)				Bidder 3 of 3					
ITEM NO.	Description	Estimated Quantities		Event Rate (B)	Yearly Amount C = AXB	3-Year Total D = C X 3			
		Min	Max (A)						
1	Irwin J. Lambka	1	8	\$288.04	\$2,304.32	\$6,912.96			
2	Westside Community	1	8	\$288.04	\$2,304.32	\$6,912.96			
3	Westside Sports	1	8	\$288.04	\$2,304.32	\$6,912.96			
4	Braden Aboud	1	8	\$288.04	\$2,304.32	\$6,912.96			
5	Eastwood	1	8	\$288.04	\$2,304.32	\$6,912.96			
6	Lionel Forti	1	8	\$288.04	\$2,304.32	\$6,912.96			
7	Modesto Gomez	1	8	\$288.04	\$2,304.32	\$6,912.96			
8	Ponder	1	8	\$288.04	\$2,304.32	\$6,912.96			
9	WWI Veterans of Company E	1	8	\$288.04	\$2,304.32	\$6,912.96			

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.
This is a Best Value Procurement. Price and other factors shall be evaluated to determine an awardee.

APPROVED: /s/

DATE: 10/12/2021

2021-1389 Parks Permanent Restrooms Cleaning Services

11



CITY OF EL PASO BID TABULATION FORM



Project Name: Parks Permanent Restrooms Cleaning Services

Solicitation #: 2021-1389

Bid Opening Date: October 6, 2021

Department: Streets and Maintenance

				K Clean Sweep Rite, Inc. El Paso, TX					
Group III – On Demand Cleaning (Single Cleaning)				Bidder 3 of 3					
ITEM NO.	Description	Estimated Quantities		Event Rate (B)	Yearly Amount C = AXB	3-Year Total D = C X 3			
		Min	Max (A)						
10	Blackie Chesher	1	8	\$288.04	\$2,304.32	\$6,912.96			
11	Capistrano	1	8	\$288.04	\$2,304.32	\$6,912.96			
12	Marty Robbins	1	8	\$288.04	\$2,304.32	\$6,912.96			
13	Logan Park	1	8	\$288.04	\$2,304.32	\$6,912.96			
14	Northeast Regional	1	8	\$288.04	\$2,304.32	\$6,912.96			
15	Sue Young	1	8	\$288.04	\$2,304.32	\$6,912.96			
16	Sunrise	1	8	\$288.04	\$2,304.32	\$6,912.96			
17	Eastside Sports	1	8	\$288.04	\$2,304.32	\$6,912.96			

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.
This is a Best Value Procurement. Price and other factors shall be evaluated to determine an awardee.

APPROVED: /s/
DATE: 10/12/2021



CITY OF EL PASO BID TABULATION FORM



Project Name: Parks Permanent Restrooms Cleaning Services

Solicitation #: 2021-1389

Bid Opening Date: October 6, 2021

Department: Streets and Maintenance

				K Clean Sweep Rite, Inc. El Paso, TX					
Group III – On Demand Cleaning (Single Cleaning)				Bidder 3 of 3					
ITEM NO.	Description	Estimated Quantities		Event Rate (B)	Yearly Amount C = AXB	3-Year Total D = C X 3			
		Min	Max (A)						
18	Chamizal Recreation Center	1	8	\$288.04	\$2,304.32	\$6,912.96			
19	Argal	1	8	\$288.04	\$2,304.32	\$6,912.96			
Subtotal Group III					\$43,782.08	\$131,346.24			
					Yearly Amount	3-Year Total			
Sum Total Group I, Group II and Group III					\$622,238.41	\$1,866,715.23			

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract. This is a Best Value Procurement. Price and other factors shall be evaluated to determine an awardee.

APPROVED: _/s/_

DATE: 10/12/2021



CITY OF EL PASO BID TABULATION FORM



Project Name: Parks Permanent Restrooms Cleaning Services
Bid Opening Date: October 6, 2021

Solicitation #: 2021-1389
Department: Streets and Maintenance

	K Clean Sweep Rite, Inc. El Paso, TX Bidder 3 of 3	
<u>OPTION TO EXTEND THE TERM OF THE AGREEMENT</u> THE CITY AT ITS SOLE DISCRETION, MAY EXERCISE ANY OPTION TO EXTEND THE TERM OF THE AGREEMENT, BY GIVING THE CONTRACTOR WRITTEN NOTICE WITHIN THE TIME PERIOD NOTED ON THE SELECTED OPTIONS. THE TERM OF THIS CONTRACT SHALL BE BASED ON ONE OF SELECTIONS BELOW AND UNDER THE SAME TERMS AND CONDITIONS. THE CITY MANAGER OR DESIGNEE MAY EXTEND THE OPTION TO EXTEND. BIDDER OFFERS THE CITY THE OPTION OF EXTENDING THE TERM OF THE CONTRACT FOR:		
TWO (2) ADDITIONAL YEARS AT THE SAME UNIT PRICE(S), IF THE OPTION IS EXERCISED PRIOR TO THE EXPIRATION OF THE ORIGINAL TERM OF CONTRACT.	<input checked="" type="checkbox"/>	
NO OPTION OFFERED	<input type="checkbox"/>	
AMENDMENTS ACKNOWLEDGED:	Yes	
BIDS SOLICITED: 55 LOCAL BIDS SOLICITED: 51 BIDS RECEIVED: 3 LOCAL BIDS RECEIVED: 3 NO BID: 0		

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.
This is a Best Value Procurement. Price and other factors shall be evaluated to determine an awardee.

APPROVED: /s/
DATE: 10/12/2021

2021-1389 Parks Permanent Restrooms Cleaning Services

S&R JANITORIAL SERVICE
707 URANIO PL.
EL PASO, TX 79928

ADEFTO BUILDING & GROUND SVS.
7740 MUSTANG AVENUE
EL PASO, TX 79915

AJ MAINTENANCE SERVICE
8057 BOWEN ROAD
EL PASO, TX 79915-4701

AALCON JANITORIAL SERVICES
2613 WHEELING AVE
EL PASO, TX 79930

ABM JANITORIAL SERVICES
5959 GATEWAY BLVD W
EL PASO, TX 79925

ACME-WESTERN JANITORIAL SERVICE INC.
2124 MONTANA AVE
EL PASO, TX 79903

ASEO INC.
7235 N. LOOP DR.
EL PASO, TX 79915

EAGLE JANITORIAL SERVICES
2919 AURORA AVENUE
EL PASO, TX 79930

TOTAL CLEANING SERVICES
1026 NAVARRETTE
EL PASO, TX 79907

CCBS BUILDING SERVICE
6940 VILLA HERMOSA DR.
EL PASO, TX 79912

CAREFREE JANITORIAL SERVICE
12264 CHISHOLM PASS DRIVE
EL PASO, TX 79936

C & L JANITORIAL SERVICES
1207 N GRAMA STREET
EL PASO, TX 79903

TEXAS-UBS, INC.
15700 EXPORT PLAZA DR. # G
HOUSTON, TX 77032

TRDI INCORPORATED
11450 ROJAS DR STE D12
EL PASO, TX 79936

CMC & MAINTENANCE, INC.
4 UNION STREET SUITE 24
BANGOR, ME 04401

HB MANAGEMENT GROUP
ATTN: KEVIN STAYART
7100 BROADWAY, SUITE 6-L
DENVER, CO 80221

D & D PROFESSIONAL SERVICES
9908 BERMUDA AVE
EL PASO, TX 79925

UNIQUE JANITORIAL SERVICES INC
6617 TARASCAS DRIVE
EL PASO, TX 79912

DJ'S JANITORIAL SERVICES
P. O. BOX 370305
EL PASO, TX 79937-0305

D&A BUILDING SERVICES, INC.
321 GEORGIA AVENUE
LONGWOOD, FL 32750

EXCELLENT JANITORIAL
5004 GRECO COURT
EL PASO, TX 79924-2221

EXECUTIVE MAINTENANCE
ATTN: LUIS HERNANDEZ
4305 LOMA DE ORO
EL PASO, TX 79934

G AND L JANITORIAL SERVICE
2036 THUNDER RIDGE DR.
EL PASO, TX 79938

JO CARES JANITORIAL & MAID SERVICES
1833 PUEBLO NUEVO CIR.
EL PASO, TX 79936

BORDER JANITORIAL SERVICES
2004 CRYSTAL RIDGE DR.
EL PASO, TX 79938

KUANTUM SERVICE COMPANY
2110 WYOMING
EL PASO, TX 79903

CLEOLA SWEED
12808 TIERRA AVALA
EL PASO, TX 79938

2021-1389 Parks Permanent Restrooms Cleaning Services

L & J CLEANING SERVICE
2904 SAN DIEGO
P.O. BOX 3461
EL PASO, TX 79930

SOTELO JANITORIAL SERVICES
5665 BETHVIEW
EL PASO, TX 79932

MODERN ENTERPRISES
10209 SUGARBERRY DR.
EL PASO, TX 79925

MAIDS OF AMERICA
4625 ALABAMA ST.
EL PASO, TX 79930

MAINTENANCE UNLIMITED
4421 TITANIC AVE
EL PASO, TX 79904

MIGHTY CLEAN
11572 BOB MITCHELL DR.
EL PASO, TX 79936

Y & C JANITORIAL SERVICES
3021 E. MISSOURI
EL PASO, TX 79903

MAHEIR JANITORIAL SERVICES
12156 YVONNE RICHARDSON AVENUE
EL PASO, TX 79936

MONARCH BUILDING SERVICES
1001 PENDALE RD.
EL PASO, TX 79907

MARTINEZ JANITORIAL SERVICES
3121 TIERRA RIO ROAD
EL PASO, TX 79938-4483

NATIONAL JANITORIAL SERVICE & SUPPLY
1122 TEXAS AVE
EL PASO, TX 79901

WESTERN JANITORIAL SERVICE INC.
2124 MONTANA
EL PASO, TX 79903

PEREDA'S CLEANING & MAINTENANCE
10316 COMMODORE STREET
EL PASO, TX 79924

PM JANITORIAL SERVICES
10413 VALLE FERTIL
SOCORRO, TX 79927

PSH PROFESSIONAL CLEANING SERVICES
11415 ED MERRINS
EL PASO, TX 79936

PJS OF EL PASO, INC.
2110 WYOMING AVE
EL PASO, TX 79903

P & S JANITORIAL SERVICES
12158 VALLEY QUAIL
EL PASO, TX 79936

**PROFESSIONAL BUILDING
MAINTENANCE SERVICES**
4312 LOMA ALEGRE
EL PASO, TX 79934

PROFESSIONAL JANITORIAL SVCS
2110 WYOMING AVENUE
EL PASO, TX 79903

FEDERAL JANITORIAL
14122 W MCDOWELL RD STE. 100
GOODYEAR, AZ 85395

ADVANTAGE GROUP SERVICES
ATTN: DAN RAMOS
390 EMERALD CLOUD
EL PASO, TX 79928

STAR-CLEAN
8120 ROGERS
EL PASO, TX 79907

SUPERIOR BUILDING SERVICES
15565 WRIGHT BROTHERS
ADDISON, TX 75001

KEECLEAN MANAGEMENT INC.
494 BRIDGEPORT AVE. SUITE 180
SHELTON, CT 06484

**SPARKLE PROFESSIONAL JANITORIAL
SERVICE**
3901 FLAMINGO
EL PASO, TX 79902

SUN CITY CLEANING
4421 TITANIC AVE
EL PASO, TX 79904

SOTELO JANITORIAL SERVICES
5665 BETHVIEW
EL PASO, TX 79932

2021-1389 Parks Permanent Restrooms Cleaning Services

SERVPRO OF WEST EL PASO
4717 OSBORNE DR., SUITE 500
EL PASO TX 79922-1004
SP9551@YAHOO.COM

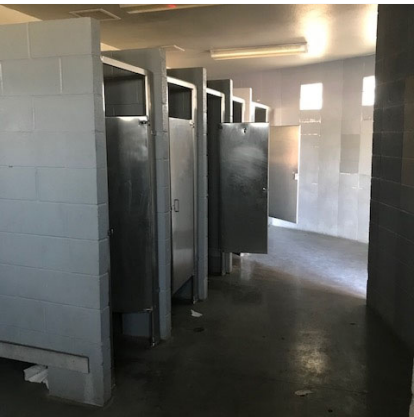


2021-1389 Parks Restroom Cleaning Services

October 23, 2021

Richard Bristol, Director - Streets and Maintenance
Department





Strategic Plan Goal:

7: Enhance and Sustain El Paso's Infrastructure Network

7.2: Improve competitiveness through infrastructure improvements impacting the quality of life





Purpose of Procurement

- Enable the City to enter into an agreement with Ace Government Services, LLC to perform cleaning services
- This contract will allow for the cleaning services in 19 Park sites that have permanent restrooms based on a weekly schedule helping to improve the image of the areas in which they are located.
- New contract represents an annual cost decrease



2021-1389 Parks Permanent Restrooms Cleaning Services

Contractor	Ace Government Services, LLC
Initial Award	3 years; \$279,240
Option & Total Award	2 years; \$186, 160 Total Award; \$465,400
Funding Source	General Fund
Account No.	451-1000-522060-51295-P5120





Mission

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



Values

Integrity, **R**espect, **E**xcellence,
Accountability, **P**eople



Vision

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





Legislation Text

File #: 21-1353, 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 Claudia L. Rodriguez, (915) 212-0006

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

AGENDA LANGUAGE:

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

Discussion and action to direct the City Manager to have City staff review the Neighborhood Traffic Management Program (NTMP) on speed cushion requirements such as; the Tier 1 process which consists of the study, implementation and monitoring for residential and collector streets; and to have City staff review and/or update the process to allow for a less stringent manner in which neighborhoods may qualify for street cushions by modifying Section 3, Subsection D of eligibility criteria from 15% to 10% of vehicles meeting or exceeding 5 miles per hour over the posted speed limit; and to allow constituents whom are affected by vehicular accidents to their properties be able to request street cushions without the need of going through this process by providing proper documentation of such.

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

DEPARTMENT:

AGENDA DATE:

CONTACT PERSON NAME AND PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBJECT:

BACKGROUND/DISCUSSION:

PRIOR COUNCIL ACTION:

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

AMOUNT AND SOURCE OF FUNDING:

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

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



Legislation Text

File #: 21-1354, **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 Aleksandra Annello, (915) 212-0002

Members of the City Council, Representative Peter Svarzbein, (915) 212-0001

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 Manager to return to Council within 30 days with a timeline for acquisition of open space land adjacent to the Police Department / Fire Training facility in Northeast El Paso, and to identify funding sources and a timeline for a conservation easement of that open space land.

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

DEPARTMENT: MAYOR AND COUNCIL

AGENDA DATE: November 23, 2021

CONTACT PERSON NAME AND PHONE NUMBER:

City Representative Aleksandra Annello, 915-212-0002
City Representative Peter Svarzbein, 915-212-0001
City Representative Joe Molinar, 915-212-0004

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: (Goal 4 - Enhance El Paso's Quality of Life through Recreational, Cultural and Educational Environments)

SUBJECT:

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

Discussion and action to direct the City Manager to return to council within 30 days with a timeline for acquisition of open space land adjacent to the PD/Fire Training facility in Northeast El Paso, and to identify funding sources and a timeline for a conservation easement of that open space land.

BACKGROUND / DISCUSSION:

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

N/A

PRIOR COUNCIL ACTION:

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

N/A

AMOUNT AND SOURCE OF FUNDING:

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

N/A

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



Legislation Text

File #: 21-1357, **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 Cissy Lizarraga, (915) 212-0008

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.

Discussion and action to approve a Resolution to adopt definitions of bullying and cyberbullying outside of educational settings in an effort to protect children, and to append said resolution to the City of El Paso Code of Conduct.

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

DEPARTMENT: Mayor and Council

AGENDA DATE: 11/23/2021 (Regular Agenda)

CONTACT PERSON NAME AND PHONE NUMBER:

Rep. Cissy Lizarraga, 915-212-0008

Co-sponsor:

Rep. Cassandra Hernandez, 915-212-0003

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL:

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

Goal 8 - Nurture and Promote a Healthy, Sustainable Community

SUBJECT:

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

Discussion and action to approve a resolution to adopt definitions of bullying and cyberbullying outside of educational settings in an effort to protect children

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?

Texas State Law and the El Paso City Code do not offer clear definitions of bullying and cyberbullying outside of school or educational settings, particularly when the offending person or "bully" is not a student and/or not a child. This resolution adopts such definitions, for semantic purposes, for the sake of future discussions of the El Paso City Council concerning bullying or cyberbullying.

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

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

RESOLUTION

WHEREAS, the City of El Paso strives to foster an environment that is conducive to nurturing our youth; and

WHEREAS, “bullying” and “cyberbullying” of youth are harmful social phenomena that transcend school and student settings; and

WHEREAS, recognizing definitions of “bullying” and “cyberbullying” that transcends school and student settings promotes greater recognition and prevention of harm to youth; and

WHEREAS, there are currently limited definitions of “bullying” and “cyberbullying” for acts outside a school or student setting; and

WHEREAS, a semantic definition of “bullying” and “cyberbullying” is a workable solution to make protection of children outside a school and student setting an objective of a code of conduct.

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

- 1) That when the definitions of “Bullying” and “Cyberbullying” fall outside the definitions of Texas Education Code Section 37.0832, the City of El Paso may adopt for semantic purposes a revised definition of bullying and cyberbullying of a child or children outside a school or student setting, as follows:

A “child” is an unemancipated person younger than seventeen years of age; and

“Bullying” means a single significant act or a pattern of acts by one or more persons, directed at a child, that exploits an imbalance of power; and that

- i. has the effect or will have the effect of physically harming a child; and/or
- ii. is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive environment for a child; and/or
- iii. discloses private information about a child that may be detrimental to the child’s safety or wellbeing; and/or
- iv. infringes on the rights of a child;

and in the more narrow case of “cyberbullying” involves engaging in such conduct through electronic means.

- 2) And that this Resolution be appended for reference to the Code of Conduct for the El Paso City Council and all other elected officials and board members, along with the following Anti-Bullying Statement:

The bullying or cyberbullying of a child or children as defined in this Resolution, or of any person, is unacceptable conduct for Elected or Appointed Officials within the City of El Paso organization.

APPROVED this _____ day of _____ 2021.


CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Karla M. Nieman
City Attorney



Legislation Text

File #: 21-1257, 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 Alexsandra Annello, (915) 212-0002

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

AGENDA LANGUAGE:

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

Update, discussion, and action on the comprehensive constituent request system development timeline and implementation deadlines. [POSTPONED FROM 10-26-2021]

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

DEPARTMENT: MAYOR AND COUNCIL

AGENDA DATE: October 26, 2021

CONTACT PERSON NAME AND PHONE NUMBER:

City Representative Aleksandra Annello, 915-212-0002
City Representative Cissy Lizarraga, 915-212-0008

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: (Goal 6 - Set the Standard for Sound Governance and Fiscal Management)

SUBJECT:

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

Update, Discussion, and Action on the comprehensive constituent request system development timeline and implementation deadlines.

BACKGROUND / DISCUSSION:

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

This has been a discussion in FY 2019 and FY 2020 budget meetings. This would enhance the current CR process.

PRIOR COUNCIL ACTION:

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

AMOUNT AND SOURCE OF FUNDING:

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

N/A

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



Customer Relationship Management System Update

November 23, 2021

Strategic Alignment: Goal 5

PROMOTE TRANSPARENT AND CONSISTENT
COMMUNICATION AMONGST ALL MEMBERS OF
THE COMMUNITY

311 & Service Request Cross-Functional Team

- Objectives:
 - Holistic process review
 - Segment the issues
 - Blend *Voice of the Customer* data
 - Define KPIs for improved decision making
 - Reporting requirements
 - Improve communication

FY 2022 KEY DELIVERABLES



Strategy: Leverage and expand the use of current and new technology to reduce inefficiencies and improve communications

- Customer Relationship Management (CRM) System
 - Multi-phase project
 - Phase 1 – May-June: Test & Pilot
- E-forms and automation expansion (Reform)
 - Performance Office, LSS, CFTs
 - Sept 1– April 15: 205,000+ submissions
- Expand Wireless Internet
 - 7 of 9 FY21 locations completed



FY21 Goal 5 Update

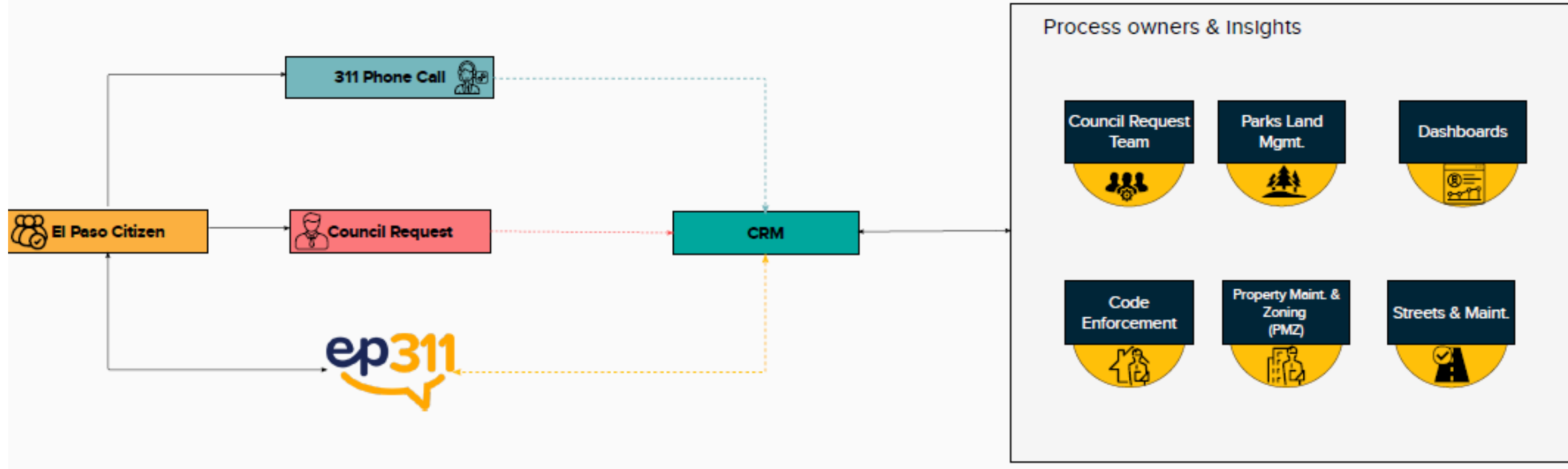
Customer Relationship Management System

Strategy: *Leverage and expand the use of current and new technology to reduce inefficiencies and improve communications*

- Centralized platform for managing customer service requests
- Provide insight into resident requests
- Improved Service Delivery
- Cohesive system unifying 311 call center, Council Request (CR) process, and City departments
- Multi-phase project

CRM Process

CRM Process





Customer Relationship Management System

Jan - June 2021

July - Dec 2021

Jan - May 2022

May - Dec 2022

Phase 1 System Build, Pilot Group 1

Phase 2 Onboard Group 2

Phase 3 Onboard Group 3

Phase 4 Onboard Group 4

Activities	Build Environments	EP311 Focus Group feedback	Additional 2-3 Dept Configurations	Additional Dept Configurations
	Requirements	Parks Land Mgmt Configuration	Council Request Process - All District Offices - Staff configuration	Additional Status Code improvements
	Integrations	PMZ Configuration	Additional Work Order Status Code edits	Dashboard/Report Development
	311, Code Compliance, S&M configuration	Edit Code Compliance & PMZ Status Codes	Dashboard/Report Development	Training
	Training	Automate Code Compliance Comments	Training	
	311 Go Live	Council Request Ombudsperson Process - Requirements		
		Dashboard/Reports Development		
		Training		

Phase 1 Outcomes

Phase 2 Outcomes

Phase 3 Outcomes

Phase 4 Outcomes

Outcomes	Stage & Production Environments	Code Compliance & PMZ - Status driven updates	CR Process & SR departments onboard in CRM	TBD
	Phase 1 integrations complete	Improved Service Request handling & communication in CRM (Code, PMZ, S&M)		
	Training: 311, Code, S&M	PMZ, Parks Land Mgmt onboard in CRM		
	311 Live in CRM	Ombudspersons onboard in CRM		

CRM Timeline

CRM Deployment - Completed

- PHASE 1
 - Build Framework & understand Key Customer requirements
 - Integrations to Work Order Systems
 - Pilot Groups set up
 - Training for Phase 1 Pilot Groups
 - Completed June/July 2021

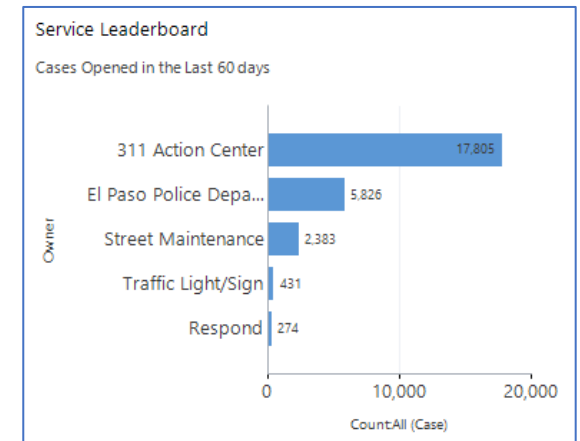
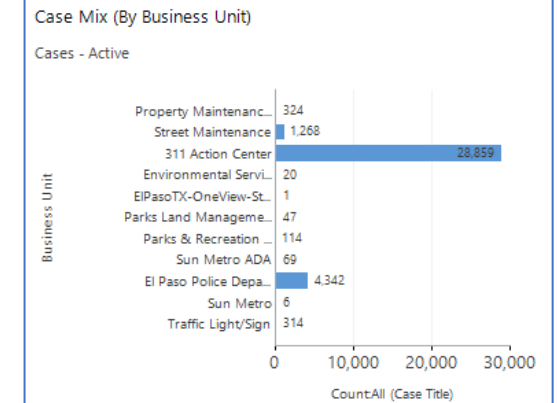
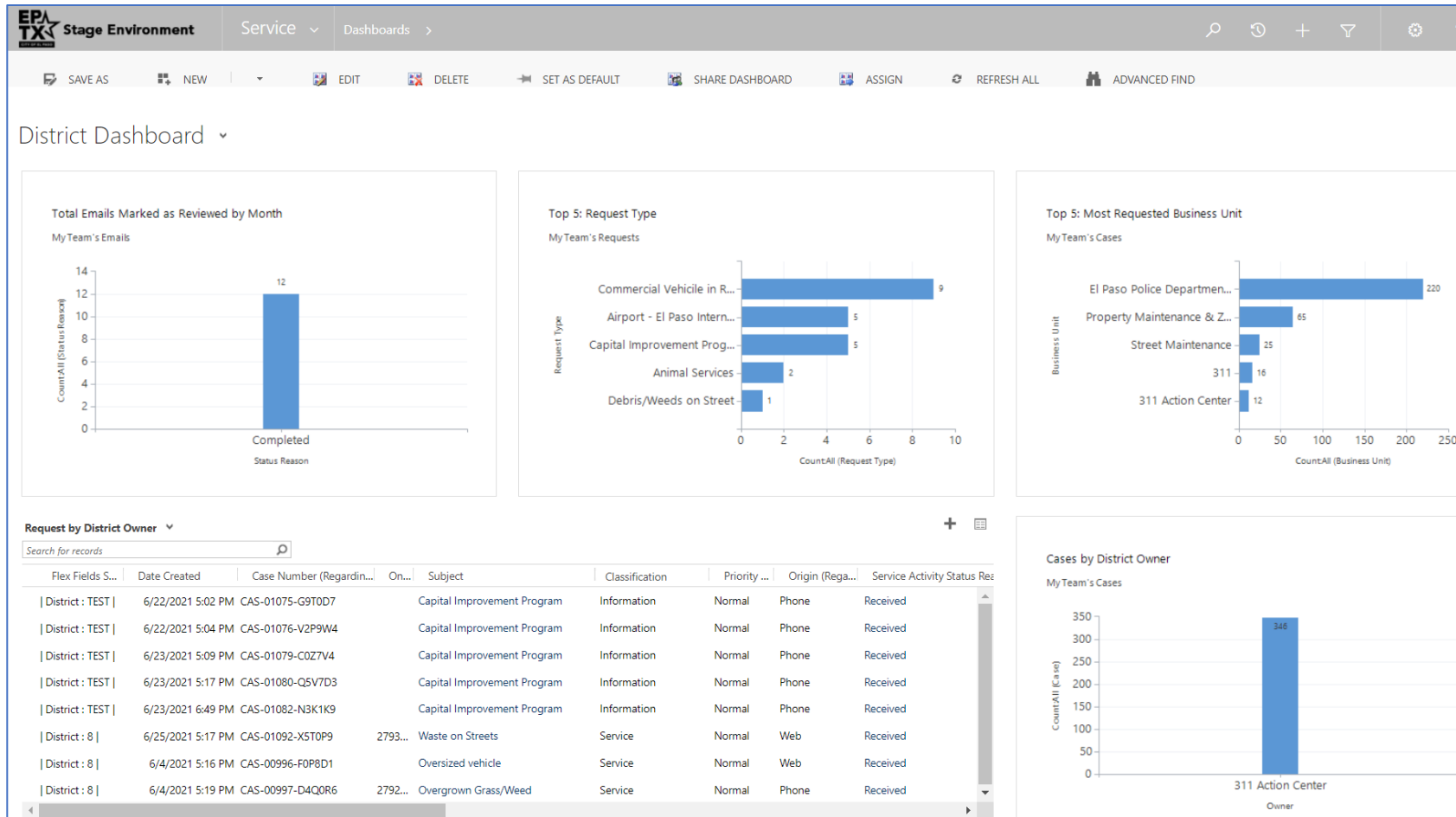
CRM Deployment – In Progress

- PHASE 2
 - Additional Service Request configuration
 - Department system process improvements
 - Focus group discussions
 - Improve Communication for Status Updates
 - CR Ombudsperson process configuration
 - Training
 - Dashboard Reporting development
 - Phase 2 target end of 2021

CRM Deployment – Next Phase

- PHASE 3
 - CR Process - Council Staff configuration
 - Additional Service Request configuration
 - Improve status updates
 - Dashboard Reporting development
 - Training
 - Phase 3 target May 2022

Dashboards



Dashboards

- District, Executive, Operations
- By Service Request Type
- By Submission method
- By District
- By Department
- CR requests by District



Misión

Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad



Visión

Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño



Valores

Integridad, Respeto, Excelencia, Responsabilidad, Personas



Legislation Text

File #: 21-1315, 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.

Presentation, discussion and action on the 4th Quarter Financial Report and to authorize the City Manager or his designee to allocate \$24,946,829 to the Budget Stabilization Fund of which \$7 million will be established in the FY 2022 Budget for the following two items:

1. The use of \$3,500,000 for a one-time lump sum payment for full-time and part-time employees
2. The use of \$3,500,000 to be allocated to streets, infrastructure, and facility repairs as a result of recent and future storm impacts.

The City Manager, or designee, will be authorized to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly expended for such purpose.

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

AGENDA DATE: November 23, 2021

PUBLIC HEARING DATE:

CONTACT PERSON(S) NAME AND PHONE NUMBER:

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

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: 6. Set the Standard for Sound Governance and Fiscal Management

SUBGOAL: N/A

SUBJECT:

Presentation, discussion and action on the 4th Quarter Financial Report and to authorize the City Manager or his designee to allocate \$24,946,829 to the Budget Stabilization Fund of which \$7 million will be established in the FY 2022 Budget for the following two items:

1. The use of \$3,500,000 for a one-time lump sum payment for full-time and part-time employees
2. The use of \$3,500,000 to be allocated to streets, infrastructure, and facility repairs as a result of recent and future storm impacts.

The City Manager, or designee, will be authorized to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly expended for such purpose.

BACKGROUND / DISCUSSION:

Presentation, Discussion and action on the 4th Quarter Financial Report and to authorize the City Manager or his designee to allocate \$24,946,829 to the Budget Stabilization Fund and \$7 million for one-time lump sum payments and recent or future storm impacts.

PRIOR COUNCIL ACTION:

The City Council adopted the Budget Policies on March 3, 2020 to approve the budget stabilization fund. The stabilization fund was established as a reserve of surplus revenues to be used with the purpose of 1) minimizing future tax rate impact, 2) protecting against raising charges for services and fees and 3) providing available funding for specific circumstances as needed to maintain the same levels of service.

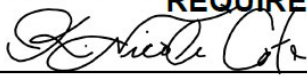
AMOUNT AND SOURCE OF FUNDING: \$7 million from the Budget Stabilization Fund

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: City Manager's Office

SECONDARY DEPARTMENT: All City

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

DEPARTMENT HEAD: 

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

RESOLUTION

WHEREAS, the City Council adopted the Budget Policies on March 3, 2020 to approve the budget stabilization fund.

WHEREAS, the stabilization fund was established as a reserve of surplus revenues to be used with the purpose of 1) minimizing future tax rate impact, 2) protecting against raising charges for services and fees and 3) providing available funding for specific circumstances as needed to maintain the same levels of service.

WHEREAS, the stabilization fund serves as a source of financial support for the City's budget in times of slow or declining revenue growth, as a safeguard to continue funding priorities included in the strategic plan, and as the primary source of protection against having to make drastic cuts in City services in periods of economic downturns; and

WHEREAS, there was a surplus in revenues of \$29,946,829 from FY 2021 which City Council will establish appropriations in the FY 2022 budget for the one-time lump sum payments and expenses related to recent and future storm impacts.

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

1. **THAT** the City Manager or his designee is authorized to allocate \$24,946,829 to the Budget Stabilization Fund;
2. **THAT** the City Manager or his designee is authorized to allocate \$7,000,000 from the budget stabilization fund for the following use:
 - a. **THAT** the City Manager is authorized to approve the use of \$3,500,000 for a one-time lump sum payment for employees' continued service from the date of this resolution through December 3, 2021 by employees who have not submitted a notice of resignation or been terminated for any reason, as follows:
 - A \$500 one-time lump sum payment to Full Time Employees.
 - A \$250 one-time lump sum payment to Part-Time Employees.

Employees must be employed as of November 21, 2021, and remain in active status until December 3, 2021. The one-time lump-sum payment shall be reflected in the December 3, 2021 paycheck and be paid in accordance with the process established by the City's Human Resources Department. The one-time lump sum payment shall be subject to the availability of funds and other management factors as determined by the City Manager.

- b. **THAT** the City Manager is authorized to approve the use of \$3,500,000 to be allocated to streets, infrastructure, and facility repairs as a result of recent and future storm impacts.
3. **THAT** the City Council hereby approves the reallocation of funds from the budget stabilization fund to reflect the above expenditures.
4. **THAT**, the City Manager, or designee, be authorized to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly expended for such purpose.

PASSED and APPROVED this ____ day of _____, 2021.


CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Frances M. Maldonado Engelbaum
Assistant City Attorney

APPROVED AS TO CONTENT:



K. Nicole Cote, Director
Office of Management & Budget

FY 2021 4th Quarter Financial Report

(Preliminary & Unaudited as of 8/31/2021)

November 23, 2021

MISSION



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

VISION



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



VALUES

Integrity, **R**espect, **E**xcellence,
Accountability, **P**eople

Agenda

- Summary
- Revenues
- Expenditures
- Recommendation

Budget Focus

- Focus on long-term financial sustainability
- Increasing reserves and budget stabilization fund
- Lowering taxes for seniors and disabled
- Investing in the workforce
- Addressing decades of neglect and spending on priorities – streets, police, and fire
- Completing the 2012 Quality of Life bond projects

Property Taxes by Entity



**SCHOOL
DISTRICT
43%**



**CITY
29%**



**COUNTY
15%**



**UMC
8%**



**EPCC
5%**

FY 2021 General Fund

(FY ending 8/31/2021)

	FY 2021 Budget	FY 2021 Actuals	Variance
Revenue.....	\$456,985,321	\$484,441,825	\$27,456,504
Expenses.....	\$456,985,321	\$454,494,996	\$2,490,325
FY 2021 Surplus / (Deficit).....			\$29,946,829

*FY 2021 actuals are preliminary and unaudited

FY 2021 General Fund Revenues

(FY ending 8/31/2021)

Category	FY 2021 Budget	FY 2021 Actuals	\$ Over/(Under) Variance
Property Taxes.....	226,894,834	226,894,834	0
Sales Taxes.....	97,572,139	114,096,007	16,523,868
Franchise Fees.....	45,465,495	52,860,037	7,394,542
Charges For Services.....	32,267,367	29,717,603	(2,549,764)
Other Sources (Uses).....	36,155,201	37,215,950	1,060,749
Licenses And Permits.....	10,640,778	13,962,849	3,322,071
Fines And Forfeitures.....	4,950,740	6,831,456	1,880,716
Rents And Other.....	1,954,438	1,264,338	(690,100)
Intergovernmental	984,329	1,376,150	391,821
Interest.....	100,000	222,601	122,601
Total Revenues	\$456,985,321	\$484,441,825	\$27,456,504

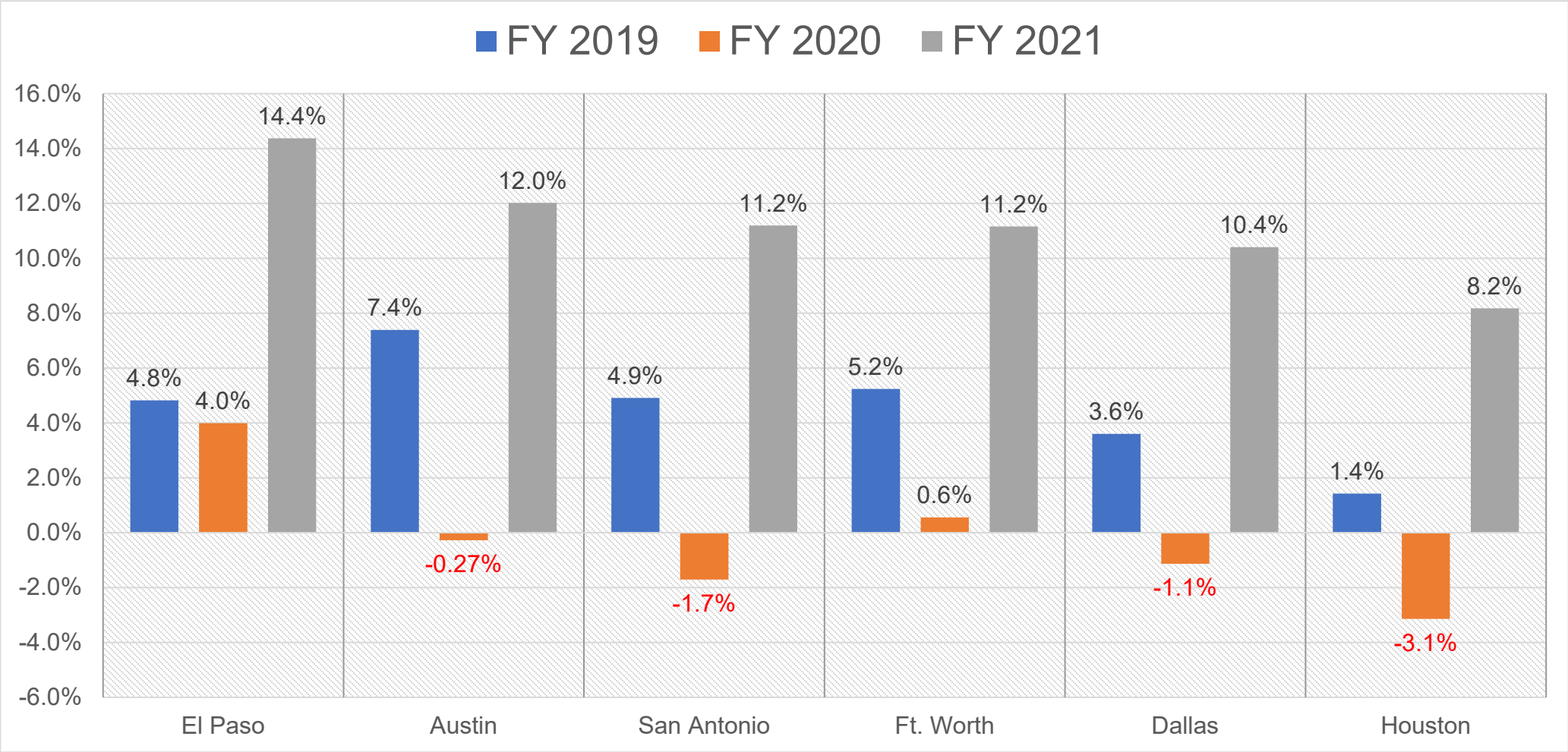
*FY 2021 actuals are preliminary and unaudited

City Sales Tax Collections

MONTH	FY 2019	FY 2020	FY 2021	FY2020 - FY2021 \$ VARIANCE	FY2020 - FY2021 % VARIANCE
September	8,016,728	8,531,453	9,249,868	718,415	8.4%
October	6,654,004	8,196,972	8,151,893	(45,079)	-0.5%
November	7,534,722	8,000,613	8,114,935	114,322	1.4%
December	9,823,987	11,043,946	10,970,054	(73,892)	-0.7%
January	6,723,544	7,708,830	8,069,558	360,729	4.7%
February	6,907,203	6,985,854	7,616,442	630,588	9.0%
March	9,033,420	8,039,429	10,975,509	2,936,080	36.5%
April	7,727,934	6,680,305	9,309,326	2,629,021	39.4%
May	7,578,589	7,724,896	9,617,957	1,893,062	24.5%
June	8,495,973	8,907,540	10,898,661	1,991,121	22.4%
July	7,764,926	8,017,974	9,613,617	1,595,642	19.9%
August	7,591,264	7,759,741	9,033,541	1,273,799	16.4%
Total	\$93,852,294	\$97,597,554	\$111,621,362	\$14,023,808	14.4%

City Sales Tax Collections

Top 6 Texas Cities



FY 2021 General Fund Expenses

(FY ending 8/31/2021)

Strategic Goal	FY 2021 Budget	FY 2021 Actuals	\$ (Over)/Under Variance
Economic Development.....	1,837,755	1,837,873	(118)
Public Safety.....	277,071,145	279,172,731	(2,101,587)
Visual Image.....	7,343,043	6,639,762	703,280
Quality of Life.....	42,838,506	41,385,985	1,452,521
Communication.....	23,162,937	22,464,034	698,903
Sound Governance.....	50,985,356	52,505,095	(1,519,739)
Infrastructure.....	46,249,731	44,143,098	2,106,633
Healthy, Sustainable Community.....	7,496,849	6,346,417	1,150,432
Total Expenditures.....	\$456,985,321	\$454,494,996	\$2,490,325

*FY 2021 actuals are preliminary and unaudited

FY 2021 General Fund Expenses

(FY ending 8/31/2021)

CATEGORY	FY 2021 Budget	FY 2021 Actuals	\$ (Over)/Under Variance
Personal Services	327,287,547	332,191,198	(4,903,651)
Contractual Services.....	39,597,601	37,776,147	1,821,454
Materials & Supplies.....	21,146,918	17,436,652	3,710,266
Operating.....	23,925,285	23,481,662	443,623
Non-Operating.....	1,638,732	941,679	697,053
Intergovernmental.....	1,503,477	951,329	552,148
Transfers.....	40,342,762	40,411,506	(68,744)
Capital.....	1,542,997	1,304,821	238,176
Total Expenditures.....	\$456,985,321	\$454,494,996	\$2,490,325

*FY 2021 actuals are preliminary and unaudited

FY 2021 General Fund

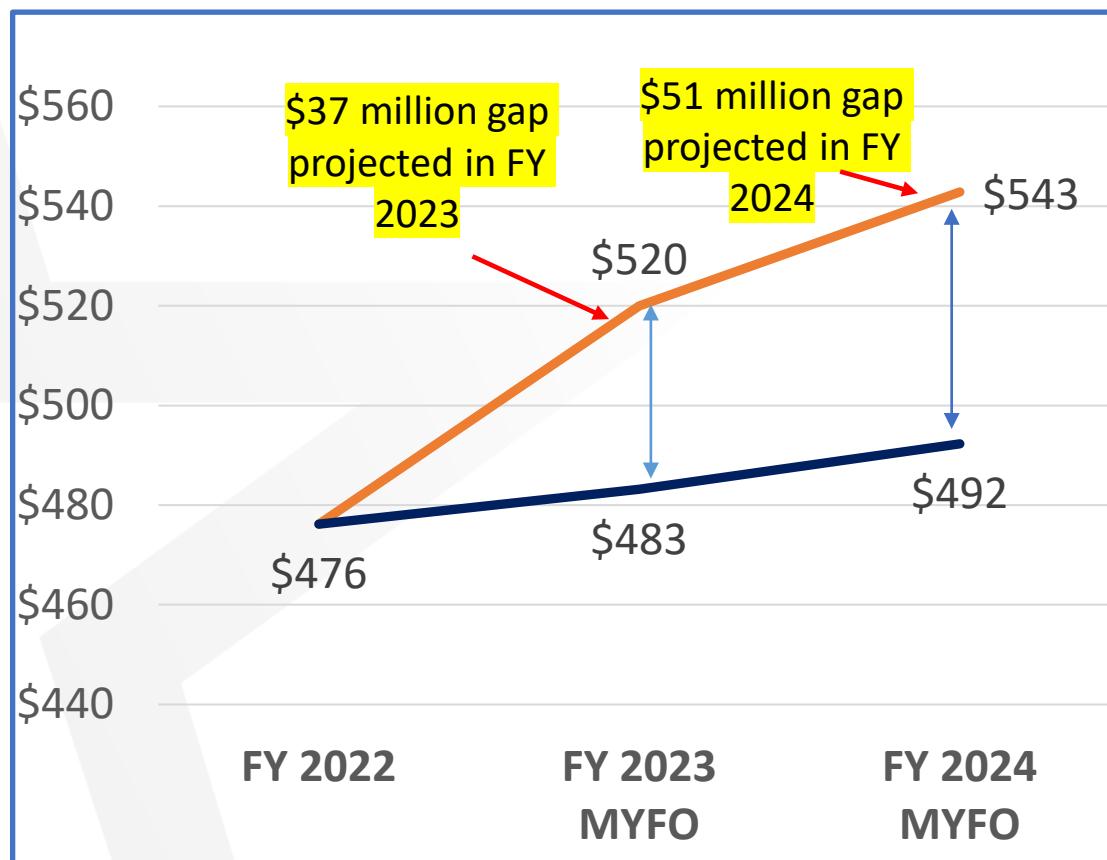
(FY ending 8/31/2021)

	FY 2021 Budget	FY 2021 Actuals	Variance
Revenue.....	\$456,985,321	\$484,441,825	\$27,456,504
Expenses.....	\$456,985,321	\$454,494,996	\$2,490,325
FY 2021 Surplus / (Deficit).....			\$29,946,829

*FY 2021 actuals are preliminary and unaudited

General Fund Short-Term Outlook

Presented February 15, 2021



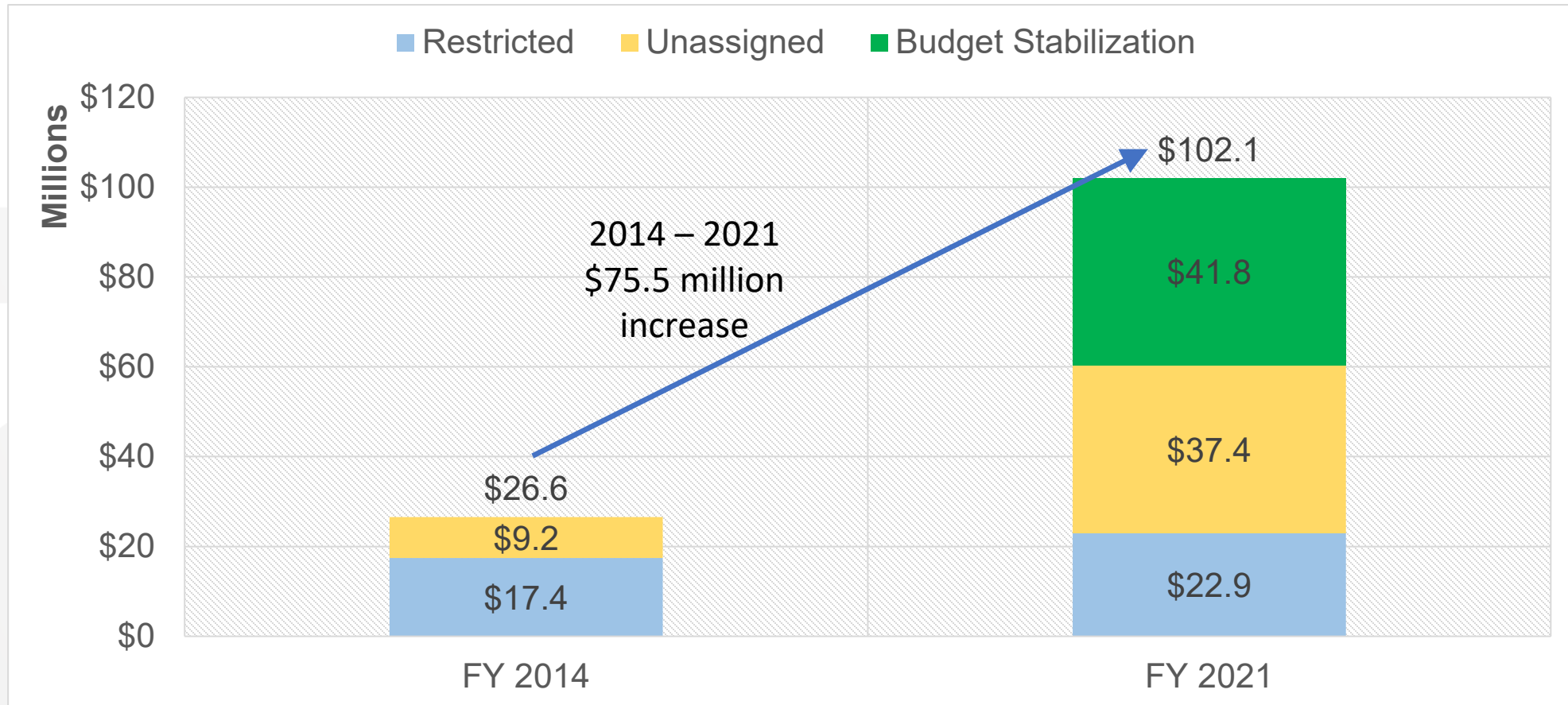
Upcoming budget drivers

- Available revenue – property tax and sales tax primary sources
- Employee pay raises and healthcare
- Collective bargaining
- Public safety bond operating costs
- Remaining Quality of Life bond project operating costs
- Debt issuance for Public Safety bond projects
- Contractual increases due to inflation

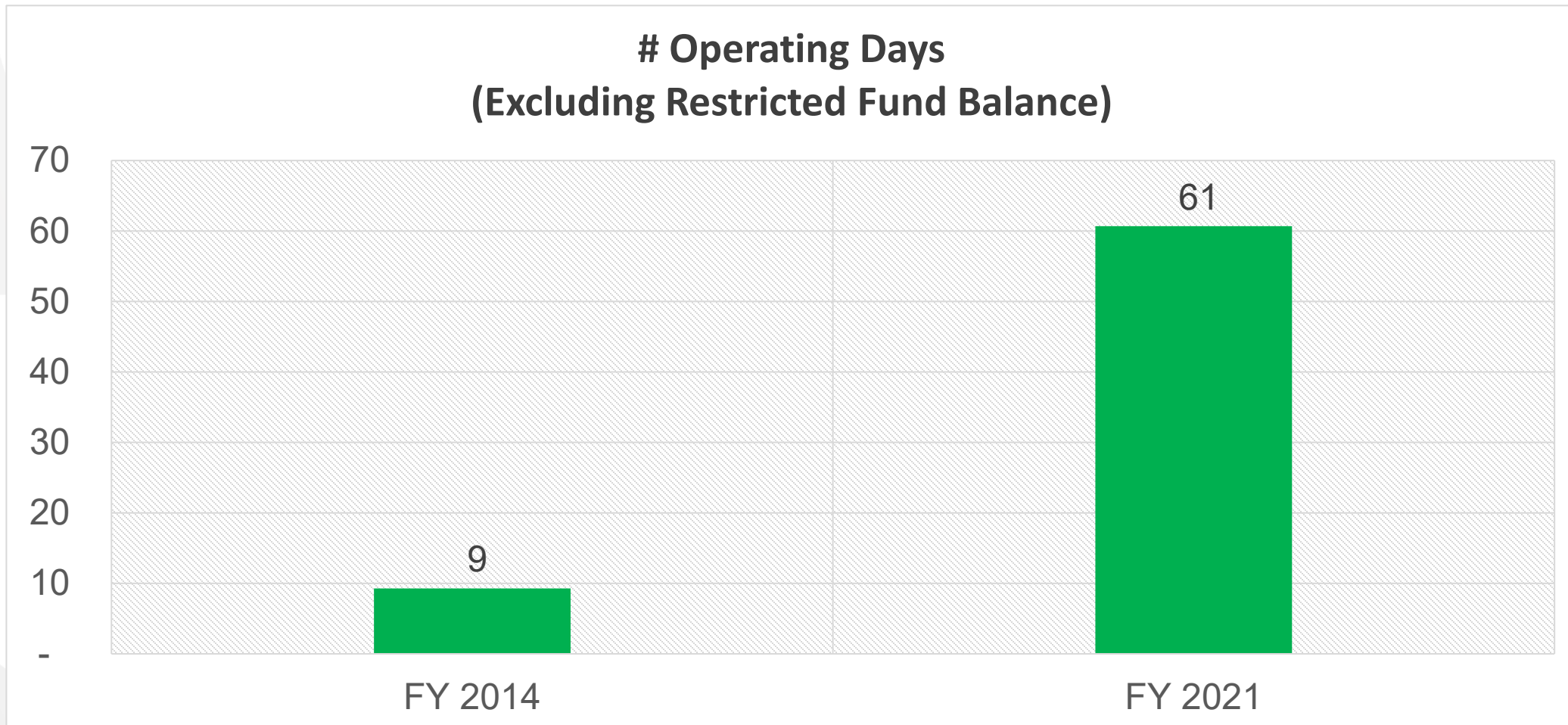
Surplus Recommendation

- Allocate \$5,000,000 to increase the Unassigned Fund Balance
- Allocate remaining \$24,946,829 to Budget Stabilization Fund
 - Approve the use of \$3,500,000 for a one-time lump sum payment (\$500 for all full-time employees and \$250 for all part-time employees) to be paid out on Dec. 3, 2021
 - Approve the use of \$3,500,000 towards street, infrastructure, and facility repairs as a result of recent and future storm impacts

General Fund Reserves (Fund Balance)



General Fund Reserves (Fund Balance)



Budget Stabilization Fund

	Amount
Current Balance	16,816,869
Plus Recommended Increase	24,946,829
Less One-time lump sum payment	<u>(3,500,000)</u>
Less Funding for Storm Impact(s)	<u>(3,500,000)</u>
New Balance	<u>\$34,763,698</u>

Unfunded Needs

Budget Stabilization Fund – Future Potential Uses



- Additional tax relief for seniors and disabled
- Street resurfacing projects – remaining deferred
- Pension Stabilization Fund (police, fire, and city employees)
- Future staffing needs
- Vehicle and equipment replacement
- Facilities renovations (roofs, HVAC, etc.)
- Information Technology/Cybersecurity
- Municipal facilities/Times Building – make office ready for staffing needs

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,
Accountability, **P**eople

MISIÓN



Brindar servicios excepcionales
para respaldar una vida y un
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excepcionales impulsadas por un
gobierno de alto desempeño



VALORES

Integridad, **R**espeto, **E**xcelencia,
Responsabilidad, **P**ersonas

CAPITAL IMPROVEMENT PROGRAM (CIP)

BUDGET TRANSFER REPORT

FOURTH QUARTER FY 2021

Date Completed	Fund	Amount	Project	BT #	Justification	Funding Source
6/3/2021	4950	\$108,719	PCP18TRAN06	2021-0495	To adjust the revenue for Alabama Bridge - PCP18TRAN06 to match the revised LPAFA	CAPITAL PROJECTS - TXDOT
6/11/2021	4800	\$3,250	PCP13PRKE01CI	2021-0586	Setup budget for Tierra Del Este Trail Extension from Investment Interest. CC 02-15-21	2012 QUALITY OF LIFE
6/11/2021	4743 4950 4530	\$0	PCP18TRAN03	2021-0589	To adjust to balance with the budget summary for Davis - PCP18TRAN03, no overall change to project budget.	CO ISSUE FY18 CAPITAL PROJECTS - TXDOT CO 2011 ISSUE
6/11/2021	4800	\$4,350 (\$4,350)	PCP20NIPD1B PCP20NIPD1C	2021-0695	To move budget from Rim Area Residential Street Signs Project to Madeline Park Improvements to cover change order #3 . Both Projects are within same District 1	2012 QUALITY OF LIFE
6/11/2021	4800	\$398,000 (\$398,000)	PCPBALANCE PCP13PRKD07	2021-0702	Transfer project savings from Pat O'Rourke to PCPBALANCE in Fund 4800 QOL.	2012 QUALITY OF LIFE
6/11/2021	4740	\$233,431 (\$233,431)	PCP13ST006Y7 PCPBALANCE	2021-0713	Transfer project savings from PCPBALANCE in to Gene Torres NTMP (PCP13ST006Y7) to complete project.	2013 STREET INFRASTRUCTURE
6/11/2021	4741 4950 4743	\$0	PCP17TRAN4	2021-0714	To balance the budget for Chamizal Phase I - PCP17TRAN4, no overall change to project budget.	CO 2017 ISSUE CAPITAL PROJECTS - TXDOT CO ISSUE FY18
6/11/2021	4510 4950 4743	\$0	PCP10TRAN90	2021-0715	To adjust the budget to balance with the budget summary for Montana Pedestrian - PCP10TRAN90, no overall change to project budget.	CO 2010 ISSUE CAPITAL PROJECTS - TXDOT CO ISSUE FY18
6/11/2021	4970	\$6,469	PCP17ST015	2021-0719	To Setup Additional PSB Contributions to cover change order #6 for Riverbend Phase III	OTHER OUTSIDE SOURCES
7/2/2021	4740	(\$0.01) (\$154,083.50) (\$4,900.03) (\$1,145.16) \$160,128.70	PCP17ST009 PCP18PRK01 PCP17ST007 PCP20PRK01 PCPBALANCE	2021-0426	Transfer project savings from Fund 4740 to PCPBALANCE. Central Curb/Lighting & Amenities/Redd Median/PDN Trail/McKelligon Canyon	2013 STREET INFRASTRUCTURE
7/6/2021	4741 4740 4743	\$0	PCP14IB001	2021-0592	To adjust the budget to balance with the budget summary for Paso Del Norte Roundabout - PCP14IB001, no overall change to project budget.	CO 2017 ISSUE 2013 STREET INFRASTRUCTURE CO ISSUE FY18
7/6/2021	4741 4743	(\$275,000) (\$119,941) \$394,941	PCP15TRAN03 PCP17ST039 PCPBALANCE	2021-0615	To transfer cost savings from Street Median PCP15TRAN03 and Schuster & El Paso Traffic Signal into PCPBALANCE	CO 2017 ISSUE CO ISSUE FY18
7/6/2021	4740	(\$323,565) \$323,565	PCPBALANCE PCP21TRAN06	2021-0731	To setup the budget for Montana Widening Phase II - PCP21TRAN06	2013 STREET INFRASTRUCTURE
7/7/2021	4560 4710 4740	\$200,000	PCP19PRK01I	2021-0762	Setup budget for Liz Morayme project from Investment Interest. CC 02-15-21	FY12-13 CO'S CIP PLAN CO 2009 ISSUE 2013 STREET INFRASTRUCTURE

CAPITAL IMPROVEMENT PROGRAM (CIP)

BUDGET TRANSFER REPORT

FOURTH QUARTER FY 2021

Date Completed	Fund	Amount	Project	BT #	Justification	Funding Source
7/7/2021	4741	(\$28,113) (\$37,918) (\$81,476) \$108,234 \$39,274	PCP17ST024 PCP17ST026 PCP17ST027 PCP17ST028 PCP17ST031	2021-0771	Transfer project savings from Resler & N Pass, Kenworthy & Sun Valley and Marcus Uribe & Sean Haggerty into Doniphan, Bird and W Green Traffic all Signal Projects.	CO 2017 ISSUE
7/7/2021	4970	\$2,781,553	PCP19TRAN03	2021-0775	To Setup PSB Contributions Base Bid II-EPWater Stormwater Improvements, Base Bid III – On Site Water Main Adjustments, and Base Bid IV – On Site Sanitary Sewer Main Adjustments	OTHER OUTSIDE SOURCES
7/14/2021	4800	\$5,906	PCP21LIBA04I	2021-0692	Setup budget for Clardy Fox Library Improvements from Investment Interest. CC 02-15-21	2012 QUALITY OF LIFE
7/14/2021	4746	(\$1,410,000) \$500,000 \$350,000 \$300,000 \$150,000 \$110,000	PCP20PLANDOC PCP20PLANDOCSDU PCP20PLANDOCSTR PCP20PLANDOCSSAL PCP20PLANDOCSCW PCP20PLANDOCSCMA	2021-0711	To set up 5 separate projects to keep track & carry out plans/studies/analysis/code updates as part of the Master Comprehensive Plan approved by 2020 Capital Work Plan & move all budget to a non-capital asset account.	2020 CAPITAL FUNDING PLAN
7/16/2021	4737	\$22,519 \$10,500	PIFSWUPARK1 PIFSWUPARK2	2021-0633	Set-up Budget for the Southwest University Ballpark for FY21 Capital Improvement Plan. CC 01-05-21	Ball Park Capital Improvements
7/19/2021	4800	(\$497,452) \$497,452	PCPBALANCE PCP13PRKA23A	2021-0843	Transfer project savings from PCPBALANCE into Joey Barraza & Vino PH II. Prop #1	2012 QUALITY OF LIFE
7/19/2021	4800	\$0	PCP13LIBA02 PCP21LIBA04I	2021-0854	To Adjust Budget to Correct Accounts for Clardy Fox Library Improvements, no overall change to project budgets.	2012 QUALITY OF LIFE
7/21/2021	4743	(\$70,000) \$70,000	PCPBALANCE G20COVIDTR	2021-0839	Transfer from PCPBALANCE to complete the Alberta Lab at Railroad Dr.	CO ISSUE FY18
8/3/2021	4740 4743	(\$490) (\$200,000) \$200,490	PCP16ST003 PCP18ST009 PCPBALANCE	2021-0579	Transfer project savings from Brian Ray and Central Curb Modifications into PCPBALANCE.	2013 STREET INFRASTRUCTURE CO ISSUE FY18
8/3/2021	4741	(\$77,587) (\$73,638) (\$162,174) \$313,399	PCP17ST036 PCP17ST037 PCP17ST038 PCPBALANCE	2021-0593	Transfer project saving from the Traffic Signal from Silver Spring & Shadow Mountain, Zaragoza & John Hayes, N Loop & Lafayette into PCPBALANCE.	CO 2017 ISSUE
8/16/2021	4740 4510	(\$9,286) (\$125,582) (\$92,000) \$226,868	PCP13ST003Y3F PCP13ST003Y3C PCP17ST001 PCPBALANCE	2021-0856	Transfer project savings from Flower St, Cortez, Encino, Vargas and Robinson.	2013 STREET INFRASTRUCTURE CO 2010 ISSUE

CAPITAL IMPROVEMENT PROGRAM (CIP)

BUDGET TRANSFER REPORT

FOURTH QUARTER FY 2021

Date Completed	Fund	Amount	Project	BT #	Justification	Funding Source
8/16/2021	4530	\$0	PCP21ST001	2021-0863	To adjust the budget to balance with the budget summary Alameda & Carolina - PCP21ST001, no overall change to project budget.	CO 2011 ISSUE
8/17/2021	4820	(\$306,163) \$306,163	PCP20PDRENOMSTR PCP20PDNORTEAST	2021-0869	Set-up a project from the master PCP20PDRENOMSTR for the PD Northeast Headquarters.	Public Safety Bond
8/24/2021	4950	(\$547,151)	PCP10TRAN90	2021-0857	To adjust the revenue for MontanaPedestrian - PCP10TRAN90 to match the FPAA as per TxDoT funding. CSJ 0924-06-544	CAPITAL PROJECTS - TXDOT
8/24/2021	4741	\$0	PCPBALANCE	2021-0860	Reclassify the allocation to dept 190 and division 38290 with fund 4741 under PCPBALANCE, no overall change to project allocation.	CO 2017 ISSUE



Legislation Text

File #: 21-1349, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 4

El Paso Water, James W. Wolff, (915) 594-5511

AGENDA LANGUAGE:

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

An Ordinance authorizing the City Manager to sign an Offer To Sell, a Deed and any other documents necessary to convey 59.022 acres of land more or less, being described as Tract 1A, Section 16, Block 80, Township 1, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas to the United States of America, Department of the Army.

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

DEPARTMENT: El Paso Water Utilities Public - Service Board (EPWater)

AGENDA DATE: Introduction -November 23, 2021
Public Hearing - December 7 , 2021

CONTACT PERSON/PHONE: James W. Wolff, Real Estate Manager, 594-5511

DISTRICT(S) AFFECTED: District 4.

SUBJECT: APPROVE the following Ordinance

Authorizing the City Manager to sign an Offer to Sell, a deed, and any other documents necessary to convey approximately 59.022 acres of land to the United States of America, Department of the Army described as Tract 1-A, Section 16, Block 80, Township 1, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas. (District: 4) EPWater, James W. Wolff, Real Estate Manager (915) 594-5511.

BACKGROUND / DISCUSSION:

This parcel of land is owned by the City of El Paso and managed by the El Paso Water Utilities - Public Service Board (EPWU/PSB). On January 13, 2021, the Public Service Board declared the property inexpedient to the water system and authorized the President/CEO of El Paso Water to obtain an appraisal of the property. Both parties obtained an appraisal, and the sales price was negotiated for the average of both appraisals.

PRIOR COUNCIL ACTION:

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

No

AMOUNT AND SOURCE OF FUNDING: NA

BOARD / COMMISSION ACTION:

On January 13, 2021, the El Paso Water Utilities - Public Service Board declared the property inexpedient to the system and authorized the President/CEO to sell the property.

AFTER EXECUTION OF ALL DOCUMENTS, PLEASE CONTACT JAMES W. WOLFF TO PICK UP THE DOCUMENTS. 594-5511. THANK YOU.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN AN OFFER TO SELL, A DEED, AND ANY OTHER DOCUMENTS NECESSARY TO CONVEY 59.022 ACRES OF LAND MORE OR LESS, BEING DESCRIBED AS TRACT 1A, SECTION 16, BLOCK 80, TOWNSHIP 1, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS TO THE UNITED STATES OF AMERICA, DEPARTMENT OF THE ARMY

WHEREAS, the El Paso Water Utilities Public Service Board (EPWU/PSB) holds certain real properties in its land inventory that are owned by the City of El Paso but are under the management and control of EPWU/PSB; and,

WHEREAS, the U.S. Department of Homeland Security, U.S. Customs and Border Protection submitted a request to purchase property for a central processing facility, and such property is contained within EPWU/PSB land inventory; and,

WHEREAS, at its regular meeting on January 13, 2021, the El Paso Water Utilities -Public Service Board (EPWU/PSB) determined 59.022 acres of land more or less, being described as Tract 1A, Section 16, Block 80, Township 1, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas, to be inexpedient to the water system and authorized the President/CEO to have the land appraised and thereafter to forward the recommendation to the El Paso City Council for the sale of the identified property; and,

WHEREAS, Section 272.001(b) (5) of the Texas Local Government Code provides for an exception to the bidding requirements for the sale of land to a governmental entity that has the power of eminent domain is not required to be placed for public bid; and,

WHEREAS, the property was appraised for sale at its fair market and The United States of Americas has agreed to the sales price;

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

That the City Manager is authorized to sign an offer to sell, a Deed, and any other necessary documents, in a form approved by the City Attorney's Office, for the sale of the following property to The United States of America:

Approximately 59.022 acres, out of Tract 1A, Section 16, Block 80, Township 1, Texas and Pacific Railway Company Surveys, in the City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds in **Exhibit A** attached hereto and made a part hereof for all purposes.

(Signatures begin on following page)

PASSED AND APPROVED this _____ day of _____, 2021.

CITY OF EL PASO

Oscar Leeser,
Mayor

ATTEST:


Laura D. Prine,
City Clerk

APPROVED AS TO CONTENT:




Elizabeth K. Triggs,
Strategic Partnerships Officer

APPROVED AS TO CONTENT:




Alma De Anda,
Utility Land and Water Rights Manager

APPROVED AS TO FORM:



Omar De La Rosa,
Assistant City Attorney

APPROVED AS TO FORM:



Michaela Ainsa Grambling,
Assistant General Counsel

SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Effective Date: _____, 2021

Grantor: **THE CITY OF EL PASO, TEXAS**, a Texas municipal corporation, for and on behalf of
EL PASO WATER UTILITIES – PUBLIC SERVICE BOARD
 1154 Hawkins Blvd.
 El Paso, Texas 79925

Grantee: **The United States of America**

Consideration: TEN AND NO/100THS DOLLARS (\$10.00), and other good and valuable consideration to the undersigned paid by Grantee, the receipt of which is hereby acknowledged.

Property (including any improvements):

Approximately 59.022 acres, out of Tract 1A, Section 16, Block 80, Township 1, Texas and Pacific Railway Company Surveys, in the City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds in **Exhibit A** attached hereto and made a part hereof for all purposes

Severance of Groundwater Estate and Reservations from Conveyance:

Save and except:

- (1) The groundwater estate related to the Property, which is hereby severed from the Property and reserved by and for Grantor, for all purposes. The groundwater estate shall include, without limitation, the Groundwater and Groundwater Rights related to the Property. The term (i) "Groundwater" shall mean all of the underground water, percolating water, artesian water, and any other water existing now and in the future from any and all depths, reservoirs, aquifers, formations, and horizons beneath the surface of the Property; and (ii) "Groundwater Rights" shall mean (1) the right to access, test, capture, explore for, drill for, develop, withdraw, produce, store, treat, transport or otherwise acquire and beneficially use, reuse, or recharge, any and all of the Groundwater beneath the Property; and (2) the right to apply for and obtain all permits, licenses, or other governmental authorizations relating to any of the foregoing, including but not limited to any permit issued by a groundwater conservation district or other governmental entity existing now or in the future and having jurisdiction over the Groundwater and/or the exploration, drilling, production, use, storage, treatment, reuse, recharge or transport of Groundwater that are necessary for the Grantee to exercise the rights conveyed under this Special Warranty Deed; and
- (2) The estate taken is fee simple, subject to existing easements for public roads and highways, public utilities, railroads, and pipelines; and subject to all interests in minerals and appurtenant rights for exploration, development, production and removal of said minerals;

excepting and excluding all interests in water rights and water distribution and drainage systems, if any, provided that any surface rights arising from such water rights or systems are subordinated to the United States' construction, operation, and maintenance of a border patrol station, and excepting and reserving to the Grantor a 30 foot easement, as more particularly described on Exhibit "B" attached hereto and incorporated fully herein for all purposes.

Exceptions to Conveyance and Warranty:

1. Restrictive Covenants recorded in/under Volume 1186, Page 178, Teal Property Records of El Paso County, Texas but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin;
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements;
3. Standby fees, taxes and assessments by any taxing authority for the year 2021 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, which Grantee hereby assumes, subject to any prorations thereof;
4. Any and all claims of right, title and interest to the land, including but not limited to any right of possession or claim for damages relating to the land which has been asserted or may be asserted, of record or not, by or on behalf of any Indian Tribe, including but not limited to the Tigua Indian Tribe of El Paso, Texas, also known as Pueblo De La Ysleta del Sur, also known as the Ysleta del Sur Pueblo Indian Tribe, also known as the Tigua Indian Community, including but not limited to claims appearing in Affidavit of Julian Granillo, filed for record April 16, 1993, recorded in Volume 2553, Page 1958, Real Property Records, El Paso County, Texas;
5. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records of El Paso County, Texas;
6. Title to all oil, gas and minerals of every kind and character in, on and under the insured premises, together with all rights, privileges and immunities relation thereto, heretofore reserved or conveyed by predecessors in title to Price's Producer's Incorporated, in Volume 1186, Page 178, Real Property Records, El Paso County, Texas;
7. Visible and apparent easements for road and public utilities existing on the ground; and
8. Any visible and apparent right of way road, drainage, and/or irrigation ditches.

GRANTOR AND GRANTEE AGREE THAT GRANTEE IS ACCEPTING THE PROPERTY FROM GRANTOR IN ITS "AS IS, WHERE IS, AND WITH ALL FAULTS" CONDITION AND THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THE SPECIAL WARRANTY OF TITLE CONTAINED IN THIS DEED. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION OF THE PROPERTY.

Grantor, subject to the Severance of the Groundwater Estate and Reservations from Conveyance and the Exceptions to Conveyance and Warranty set forth above, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have

and to hold the Property unto Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor, but not otherwise, except as to the Severance of the Groundwater Estate and Reservations from Conveyance and the Exceptions to Conveyance and Warranty set forth above.

When the context requires, singular nouns and pronouns include the plural.

This Special Warranty Deed may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same document.

(Signature page and exhibits follow.)

EXECUTED to be effective as of the date first stated above.

GRANTOR:

**THE CITY OF EL PASO,
a Texas municipal corporation**

By: _____
Name: Tomás Gonzalez
Title: City Manager

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

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

NOTARY PUBLIC, State of Texas

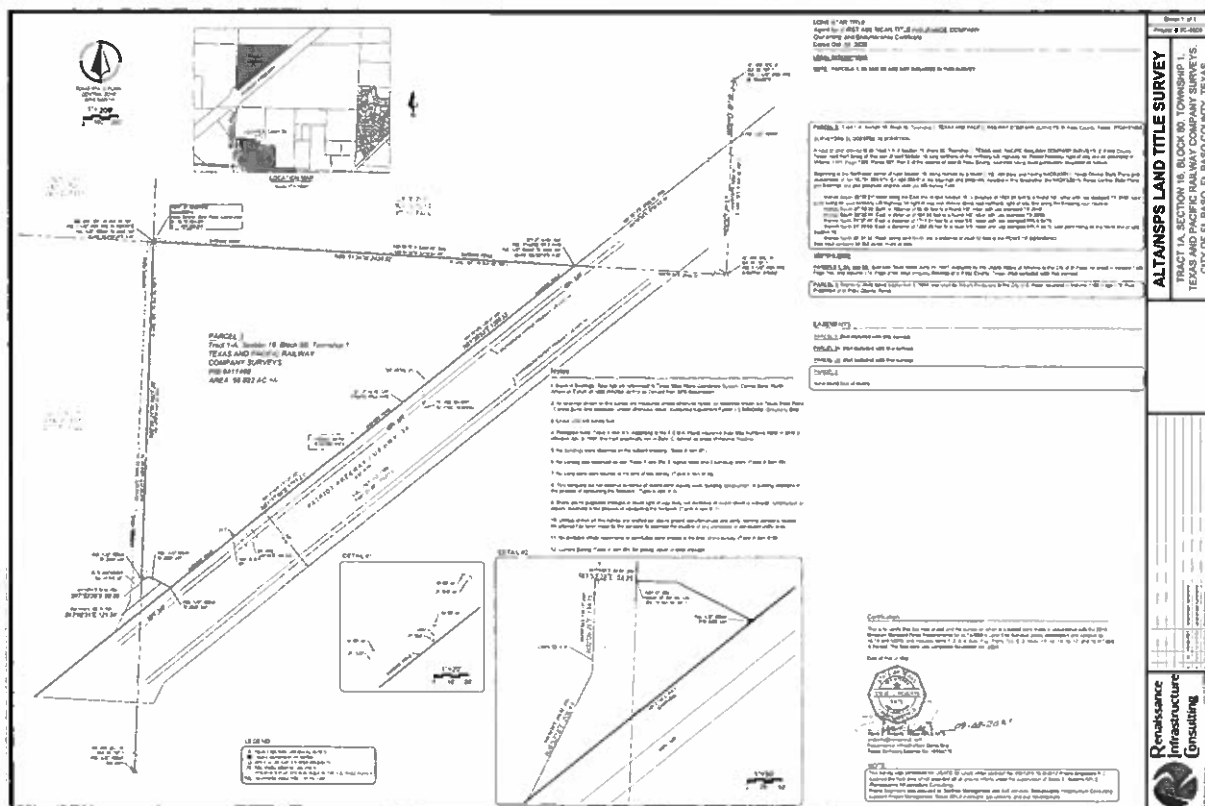


EXHIBIT "B"

Prepared for: El Paso Water
 March 25, 2021
 (Proposed 30' Utility Easement)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Tract 1A, Section 16, Block 80, Township 1, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at a 1.5" iron pipe in concrete found for the northwest corner of said Section 16, whence a cotton spindle in 2" pipe found for the northeast corner of said Section 16 bears, South 86°51'20" East (S90°00'00"E, Cert. #6953) a distance of 5,279.44 feet; Thence along the northerly line of Section 16, Block 80, Township 1, Texas and Pacific Railway Company Surveys, South 86°51'20" East a distance of 2394.86 to a set ½" rebar with cap marked TX 5152 for the "TRUE POINT OF BEGINNING".

Thence continuing along said line, South 86°51'20" East a distance of 45.27 feet to a point on the northerly right of way line of U.S. Highway No. 54 as described in volume 1181, page 1388, Real Property Records of El Paso County, Texas, from which a found 2" aluminum cap marked TX 6245 bears, South 88°41'17" West a distance 1.13 feet;

Thence along the northerly right of way line of U.S. Highway No. 54 the following four courses

1. South 51°38'13" West a distance of 1269.22 feet to a point from which found 2" aluminum cap marked TX 6245, bears North 89°44'41" West a distance of 1.60 feet;
2. South 51°37'54" West a distance of 1711.49 feet to a point from which found ½" rebar with cap marked SLI 2998 bears, North 84°02'22" West a distance 1.65 feet;
3. North 63°09'04" West a distance of 122.11 feet to a point from which a found ½" rebar with cap marked TX 2449 bears, North 82°17'19" West a distance of 1.57 feet;
4. North 87°56'01" West a distance of 60.00 feet to a point on the common line of section 16 and 17, Block 80, Township 1, Texas and Pacific Railway Company Surveys from which a found 1-½" pipe for the northeast corner of Section 16, Block 80, Township 1, Texas and Pacific Railway Company Surveys bears, North 02°03'59" East a distance of 1927.87 feet;

Thence along the common line of Sections 16 and 17, Block 80, Township 1, Texas and Pacific Railway Company Surveys, North 02°03'59" East a distance of 30.00 feet to a set ½" rebar with cap marked TX 5152;


Thence leaving said line, South 87°56'01" East a distance of 66.59 feet to a set ½" rebar with cap marked TX 5152;

Thence, South 63°09'04" East a distance of 109.51 feet to a set ½" rebar with cap marked TX 5152;

Thence, North 51°37'54" East a distance of 1692.30 feet to a set ½" rebar with cap marked TX 5152;

Thence, North 51°38'13" East a distance of 1235.32 feet to "TRUE POINT OF BEGINNING" and containing 93,998 square feet or 2.1579 acres of land more or less.

NOTE: A Plat of even date accompanies this meets and bounds description.


Ron R. Conde
R.P.L.S. No. 5152

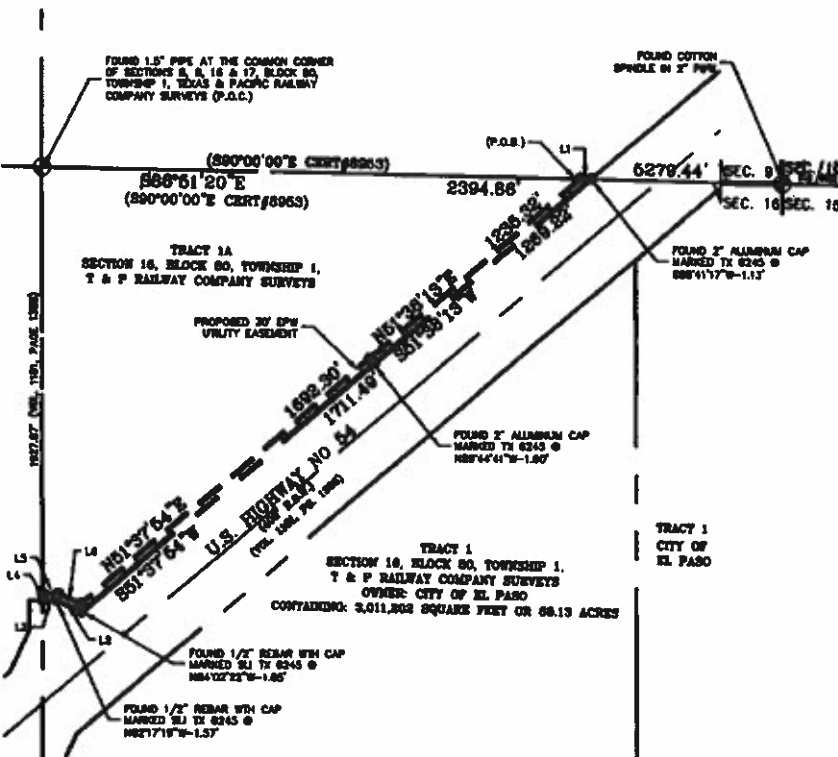


CONDE INC
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905
(915) 592-0283 FAX (915) 592-0286 FIRM# 10078100

NOTES:

1. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS DRAWING.
2. THIS SURVEY NOT INTENDED TO REFLECT IMPROVEMENTS WITHIN THIS PROPERTY.
3. SET 1" REBARS WITH CAPS MARKED TX 5152 ON ALL CORNERS UNLESS OTHERWISE NOTED.
4. BEARINGS BASED ON CORRECTION DEED FROM THE CITY OF EL PASO TO THE STATE HIGHWAY AND PUBLIC TRANSPORTATION COMMISSION RECORDED IN VOLUME 1181, PAGE 1388, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS

LINE TABLE		
LINE	LENGTH	BEARING
L1	48.37	S89°00'00"E
L2	122.11	N89°00'00"W
L3	69.07	N89°00'00"W
L4	30.07	N89°00'00"W
L5	65.89	S89°00'00"E
L6	108.87	S89°00'00"E



CERTIFICATION

THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF BASED ON THE FACTS EXISTING AT TIME OF THIS SURVEY.

RON R. CONDE R.P.L.S. #5152

JOB # 321-28

DATE: MARCH 25, 2021

FIELD: W.B.

OFFICE: R.C.



BEING A PORTION OF TRACT 1A, SECTION 16, BLOCK 80, TOWNSHIP 1 TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS EL PASO COUNTY, TEXAS

CONDE INC.
6080 SURETY SUITE 100
EL PASO, TEXAS 79905, FIRM# 10078100

CADD FILE: S:\B\A\VE\SECTION 16

SCALE: 1"=20'

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1300 Pennsylvania Avenue NW
Washington, DC 20229



**U.S. Customs and
Border Protection**

5 August 2021

Mr. John E. Balliew, P.E.
President/CEO
El Paso Water
1154 Hawkins Blvd.
El Paso, Texas 79925

Dear Mr. Balliew:

Please find enclosed the Offer to Sell regarding the Highway 54 land, NEC of HWY 54 and Mesquite Hill Drive, El Paso, Texas 79934. Based upon the current needs of the Central Processing Facility, El Paso Sector, we have determined the need to acquire an interest in property, which our records show you own. This tract is identified in Government records as EPT-EPS-F1200, which is identified as the Northwest Quarter (NW/4) of Section Sixteen (16), Block Eighty (80), Township No. 1, Texas Pacific Railway Survey and being northwest of Patriot Freeway, El Paso County, Texas. By delivering this letter, the U.S. Government is offering the agreed upon negotiated price of \$1,600,000 to purchase this interest in the above-described land.

This Central Processing Facility project is managed by U.S. Customs and Border Protection, which has engaged the U. S. Army Corps of Engineers (USACE) to obtain the real estate necessary to support this project.

We look forward to speaking with you and discussing this very important Facility Project. A USACE representative will contact you shortly to continue the negotiation process. Should you have any questions, please contact USACE Realty Specialist, Mr. Kenneth H. Davis, 817-886-1253 or e-mail kenneth.h.davis@usace.army.mil.

Sincerely,

A handwritten signature in blue ink, appearing to read "Joseph Zidron".

Joseph Zidron
Director, Real Estate, Environmental, and
Leasing Division
Border Patrol & Air and Marine Program
Management Office
U.S. Customs and Border Protection

Enclosure

DEPARTMENT OF THE ARMY
OFFER TO SELL REAL PROPERTY

Project: CBP BPAM El Paso CPC Real Estate Acquisition

Tract No.: EPT-EPS-F1200

Contract No.: DACW63-6-21-_____

The undersigned, El Paso Water Utilities- Public Service Board, a component unit of the City of El Paso, a Texas municipal corporation, hereinafter called the "Vendor", in consideration of the mutual covenants and agreements herein set forth, offers to sell and convey to The United States of America, hereinafter the "Vendee" and its assigns, the following described land, improvements, and appurtenances, located in the County of El Paso, State of Texas, bounded and described as set forth in Exhibit "A" attached hereto and made a part hereof (hereinafter the "Property") in fee simple title as described in Exhibit "B" attached hereto and made a part of; subject to the following exceptions and rights outstanding in third parties:

See additional terms of this Offer to Sell on Exhibit "C," attached hereto and made a part hereof, and the form of Temporary Right of Entry and Temporary Construction Easement related thereto, attached hereto as Exhibit "D" and made a part hereof

The Vendor reserves only the following rights and interests in the above described property (namely):

See the Grantor's reservations and exceptions contained on Exhibits "B" and "B-1" attached hereto and made a part hereof.

The terms and conditions of this offer are as follows:

(1) The vendor agrees that this offer may be accepted by the United States through any duly authorized representative, by delivering, mailing, or electronically transmitting a notice of acceptance to the Vendor at the address stated below, at any time within THIRTY (30) days from the date hereof, whereupon this offer and the acceptance thereof become a binding contract.

(2) The United States of America agrees to pay to the Vendor of the said land the sum of ONE MILLION SIX HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$1,600,000.00), payable at the Closing (as defined below) upon approval by the United States of the Vendor's title at that time; and provided the Vendor can execute and deliver a good and sufficient general warranty deed, in accordance with Exhibits B and B-1 hereto, conveying said land with the hereditaments and appurtenances thereunto to The United States of America and its assigns, in fee simple, free and clear from all liens and encumbrances, except those specifically excepted or reserved, above.

(a) The closing of this transaction (the "Closing") is conditioned upon the authorization and approval of the City Manager of the City of El Paso of the transaction and the City Manager's signature on the Closing documents. Accordingly, the Closing shall take place within thirty (30) days from the date of approval by the City Council of the City of El Paso of an ordinance authorizing the City Manager to effectuate the sale of the Property by the Vendor to the United States Government or its assigns.

(3) It is agreed that the United States will defray the expenses incident to the preparation and recordation of the deed to The United States and the procurement of the necessary title evidence.

(4) The Vendor agrees to satisfy of record at or before the transfer of title, all encumbrances and special assessments which are a lien against the land, as the United States may require, and to pay the pro rata portion of all taxes on the property which are allocable to a period prior to and including the date of vesting title in The United States, or the effective date of possession of such real property by The United States, whichever is the earlier, and, if the Vendor fails to do so, the United States may pay any taxes, assessments, and encumbrances which are a lien against the land; that the amount of any such payments by the United States shall be deducted from the purchase price of the land; and that the Vendor will, at the request of the United States and without prior payment or tender of the purchase price, execute and deliver a general warranty deed to The United States and obtain and record such other curative evidence of title as may be required by the United States.

(5) The Vendor agrees that the United States may, notwithstanding the prior acceptance of this offer, acquire title to said land in the name of the United States by condemnation or other judicial proceedings, in which event the Vendor agrees to cooperate with the United States in the prosecution of such proceedings; agrees that the consideration hereinabove stated shall be the full amount of just compensation, inclusive of interest, for the taking of said land; agrees that the consideration recited in paragraph 2 hereof constitutes the full amount of the compensation for the land and shall be pro-rated among all persons having an interest in this property as their respective interests may appear; and agrees that the said consideration shall be in full satisfaction of any and all claims of the Vendor for payment for the right of occupancy and use hereinafter provided for in paragraph 7.

(6) The Vendor agrees that loss or damage to the property by fire or acts of God shall be at the risk of the Vendor until the title to the land and deed to The United States

have been accepted by the United States through its duly authorized representative or until the right of occupancy and use of the land, as herein below provided for, has been exercised by The United States; and, in the event that such loss or damage occurs before the risk of loss has passed to the United States, the United States may, without liability, refuse to accept conveyance of the title or it may elect to accept conveyance of title to such property, in which case there shall be an equitable adjustment of the purchase price.

(7) The Vendor hereby grants to The United States the right of immediate occupancy and use of the land for any purpose whatsoever from and after the acceptance by the United States of this offer until such time as said land is conveyed to The United States and, upon demand, the Vendor will immediately vacate the property and deliver possession to The United States.

(8) It is agreed that the spouse, if any, of the Vendor, by signing below, agrees to join in any deed to The United States and to execute any instrument deemed necessary to convey to The United States any separate or community estate or interest in the subject property and to relinquish and release any dower, curtesy, homestead, or other rights or interest of such spouse therein.

(9) The Vendor represents and it is a condition of acceptance of this offer that no Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to or share any part of this agreement, or to any benefits that may arise therefrom; but this provision shall be not construed to extend to any agreement if made with a corporation for its general benefit.

(10) The terms and conditions aforesaid are to apply to and bind the heirs, executors, administrators, successors, and assigns of the Vendor.

(11) All terms and conditions with respect to this offer are expressly contained herein and the Vendor agrees that no representative or agent of the United States has made any representation or promise with respect to this offer not expressly contained herein.

SIGNED, SEALED, AND DELIVERED this _____ day of _____ 2021.

ACCEPTANCE OF OFFER TO SELL REAL PROPERTY

Date: _____

The offer of the Vendor contained herein is hereby accepted for and on behalf of the United States of America.

Hector Montalvo
Director, Border Patrol Air and Marine
Program Management Office
Facilities Management and Engineering
Office of Facilities and Asset Management
U.S. Customs and Border Protection

NOTICE OF ACCEPTANCE OF THIS OFFER IS TO BE SENT TO:


(Name and Address)

EXECUTED on this the _____ day of _____, 2021 by:


EL PASO WATER UTILITIES-
PUBLIC SERVICE BOARD

John Balliew
President/CEO

APPROVED AS TO FORM:


Michaela Ainsa Grambling
Assistant General Counsel

APPROVED AS TO CONTENT:


Alma De Anda
Utility Land & Water Rights Manager

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this the _____ day of _____ 2021, by JOHN BALLIEW, PRESIDENT/CEO, on behalf of the El Paso Water Utilities Public Service Board.

Notary Seal:

Notary Public, State of Texas

Commission Expires: _____

THIS SIGNATURE PAGE IS SOLELY FOR ADMINISTRATIVE PURPOSES FOR THE ACCEPTANCE OF THIS OFFER. SATISFACTION OF THE CONDITION TO SALE CONTAINED IN PARAGRAPH 2(a) OF THIS AGREEMENT REQUIRES THE SIGNATURE OF THE CITY MANAGER OF THE CITY OF EL PASO ON THE CLOSING DOCUMENTS.

EXECUTED on this the _____ day of _____, 2021 by:

CITY OF EL PASO, a Texas municipal corporation

By: Tomas Gonzalez
Title: City Manager

APPROVED AS TO CONTENT:


By: Elizabeth Triggs
Title: Strategic Partnerships Officer

APPROVED AS TO FORM: *


By: Omar De La Rosa
Title: Assistant City Attorney





Exhibit "B"**Offer to Sell****ESTATE TAKEN**

El Paso County, Texas

Tract: EPT-EPS-F1200

Owner: City of El Paso

Acres: 59.022

The estate taken is fee simple, subject to existing easements for public roads and highways, public utilities, railroads, and pipelines; and subject to all interests in minerals and appurtenant rights for exploration, development, production and removal of said minerals;

Excepting and excluding all interests in water rights and water distribution and drainage systems, if any, provided that any surface rights arising from such water rights or systems are subordinated to the United States' construction, operation, and maintenance of a border patrol station.

EXHIBIT "B-1" to Offer

Prepared for: El Paso Water
 March 25, 2021
 (Proposed 30' Utility Easement)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Tract 1A, Section 16, Block 80, Township 1, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at a 1.5" iron pipe in concrete found for the northwest corner of said Section 16, whence a cotton spindle in 2" pipe found for the northeast corner of said Section 16 bears, South 86°51'20" East (S90°00'00"E, Cert. #6953) a distance of 5,279.44 feet; Thence along the northerly line of Section 16, Block 80, Township 1, Texas and Pacific Railway Company Surveys, South 86°51'20" East a distance of 2394.86 to a set ½" rebar with cap marked TX 5152 for the "TRUE POINT OF BEGINNING".

Thence continuing along said line, South 86°51'20" East a distance of 45.27 feet to a point on the northerly right of way line of U.S. Highway No. 54 as described in volume 1181, page 1388, Real Property Records of El Paso County, Texas, from which a found 2" aluminum cap marked TX 6245 bears, South 88°41'17" West a distance 1.13 feet;

Thence along the northerly right of way line of U.S. Highway No. 54 the following four courses

1. South 51°38'13" West a distance of 1269.22 feet to a point from which found 2" aluminum cap marked TX 6245, bears North 89°44'41" West a distance of 1.60 feet;
- 2 South 51°37'54" West a distance of 1711.49 feet to a point from which found ½" rebar with cap marked SLI 2998 bears, North 84°02'22" West a distance 1.65 feet;
3. North 63°09'04" West a distance of 122.11 feet to a point from which a found ½" rebar with cap marked TX 2449 bears, North 82°17'19" West a distance of 1.57 feet;
4. North 87°56'01" West a distance of 60.00 feet to a point on the common line of section 16 and 17, Block 80, Township 1, Texas and Pacific Railway Company Surveys from which a found 1-½" pipe for the northeast corner of Section 16, Block 80, Township 1, Texas and Pacific Railway Company Surveys bears, North 02°03'59" East a distance of 1927.87 feet;

Thence along the common line of Sections 16 and 17, Block 80, Township 1, Texas and Pacific Railway Company Surveys, North 02°03'59" East a distance of 30.00 feet to a set ½" rebar with cap marked TX 5152;

Thence leaving said line, South 87°56'01" East a distance of 66.59 feet to a set ½" rebar with cap marked TX 5152;

Thence, South 63°09'04" East a distance of 109.51 feet to a set ½" rebar with cap marked TX 5152;

Thence, North 51°37'54" East a distance of 1692.30 feet to a set ½" rebar with cap marked TX 5152;

Thence, North 51°38'13" East a distance of 1235.32 feet to "TRUE POINT OF BEGINNING" and containing 93,998 square feet or 2.1579 acres of land more or less.

NOTE: A Plat of even date accompanies this meets and bounds description.


Ron R. Conde
R.P.L.S. No. 5152

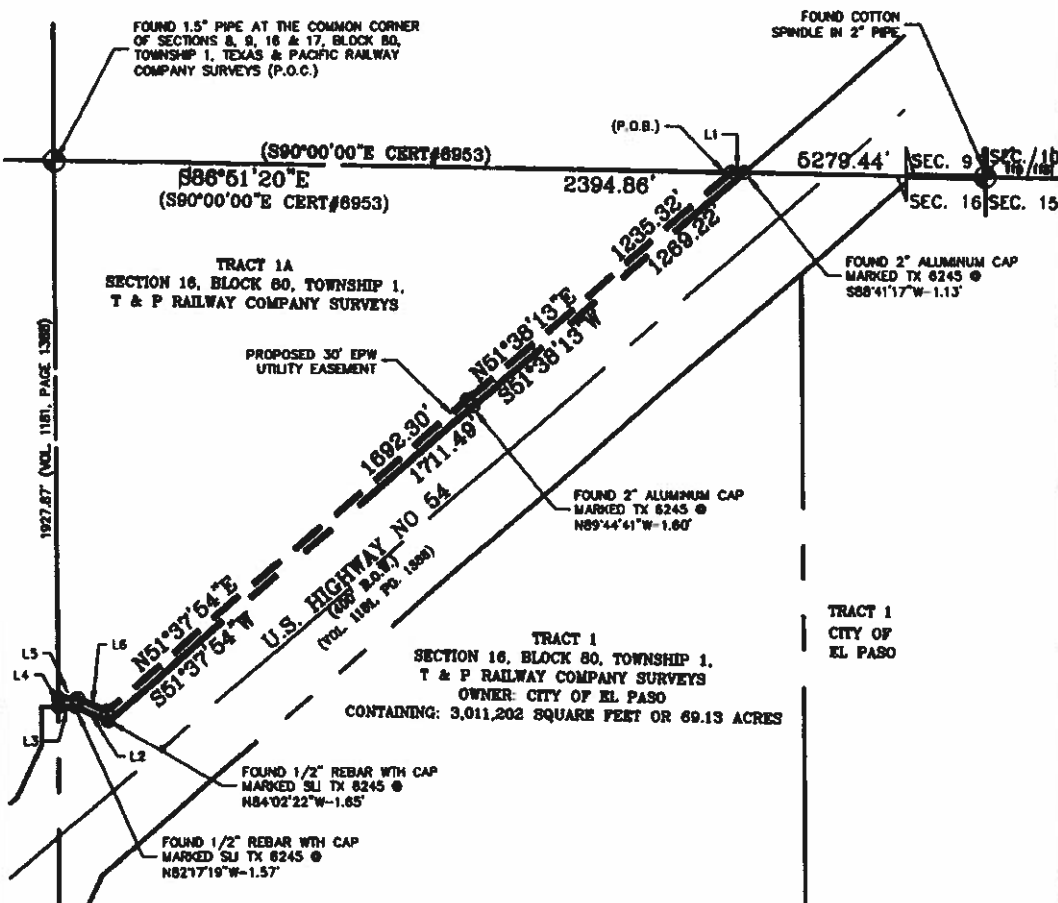


CONDE INC
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905
(915) 592-0283 FAX (915) 592-0286 FIRM# 10078100

NOTES:

1. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS DRAWING.
2. THIS SURVEY NOT INTENDED TO REFLECT IMPROVEMENTS WITHIN THIS PROPERTY.
3. SET $\frac{1}{2}$ " REBARS WITH CAPS MARKED TX 5152 ON ALL CORNERS UNLESS OTHERWISE NOTED.
4. BEARINGS BASED ON CORRECTION DEED FROM THE CITY OF EL PASO TO THE STATE HIGHWAY AND PUBLIC TRANSPORTATION COMMISSION RECORDED IN VOLUME 1181, PAGE 1388, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS

LINE TABLE		
LINE	LENGTH	BEARING
L1	48.27'	S86°51'20"E
L2	122.11'	N63°05'04"E
L3	60.00'	N87°06'01"E
L4	30.00'	N02°05'38"E
L5	66.98'	S87°06'01"E
L6	108.51'	S63°05'04"E



CERTIFICATION

THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF BASED ON THE FACTS EXISTING AT TIME OF THIS SURVEY.

RON R. CONDE R.P.L.S. #5152

JOB # 321-28

DATE: MARCH 25, 2021

FIELD: W.B.

OFFICE: R.C.



BEING A PORTION OF TRACT 1A, SECTION 16, BLOCK 80, TOWNSHIP 1 TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS EL PASO COUNTY, TEXAS

CONDE INC.
6080 SURETY SUITE 100
EL PASO, TEXAS 79905, FIRM# 10078100

CADD FILE: S:\SU\ME\SECTION 16

SCALE: 1"=20'

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File No.: 210337-COM

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN **SCHEDULE A**, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

COMMITMENT FOR TITLE INSURANCE T-7

ISSUED BY


FIDELITY NATIONAL TITLE INSURANCE COMPANY

We FIDELITY NATIONAL TITLE INSURANCE COMPANY will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

Countersigned:

By: 
 Authorized Officer or Agent
 Laura K. Evans
 WestStar Title, LLC
 641 N. Stanton
 Suite 200
 El Paso, TX 79901
 Tel: 915-779-0500
 Fax: 915-775-9951



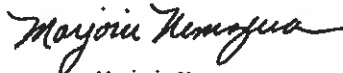
By:



Randy R. Quirk

President

Attest:



Marjorie Nemzura

Secretary

CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.

2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements, or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

Title Insurance insures you against loss resulting from certain risks to your title. The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.

El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.

TEXAS TITLE INSURANCE INFORMATION

Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

--**MINERALS AND MINERAL RIGHTS** may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

--**EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also

be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

--**EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

--**CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-(800) 442-7067 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.
- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

Signature

Date

COMMITMENT FOR TITLE INSURANCE T-7
ISSUED BY
FIDELITY NATIONAL TITLE INSURANCE COMPANY
SCHEDULE A

Effective Date: **March 10, 2021, 5:00 pm**

GF No. **210337-COM**

Commitment No. _____, issued **March 19, 2021**

1. The policy or policies to be issued are:

- a. **OWNER'S POLICY OF TITLE INSURANCE (Form T-1)**
 (Not applicable for improved one-to-four family residential real estate)
 Policy Amount:
PROPOSED INSURED: TBD
- b. **TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE**
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
 Policy Amount:
PROPOSED INSURED:
- c. **LOAN POLICY OF TITLE INSURANCE (Form T-2)**
 Policy Amount:
PROPOSED INSURED:
 Proposed Borrower:
- d. **TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE**
(Form T-2R)
 Policy Amount:
PROPOSED INSURED:
 Proposed Borrower:
- e. **LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN**
(Form T-13)
 Binder Amount:
PROPOSED INSURED:
 Proposed Borrower:
- f. **OTHER**
 Policy Amount:
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is: **Fee Simple**

3. Record title to the land on the Effective Date appears to be vested in:
THE CITY OF EL PASO

Continuation of Schedule A

GF No. 210337-COM

4. Legal description of land:

**Tract 1A, Section 16, Block 80, Township 1, TEXAS AND PACIFIC RAILWAY
COMPANY SURVEYS, in the City of El Paso, El Paso County, Texas, and being more
particularly described by metes and bounds TO COME.**

SCHEDULE B

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

Restrictive Covenants recorded in/under Volume 1186, Page 178, Real Property Records of El Paso County, Texas but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.
 (Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year **2021**, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year _____ and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
 - a. **All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.**
 - b. **Rights of parties in possession as tenants and/or lessees.**
 - c. **Any and all claims of right, title and interest to the land, including but not limited to any right of possession or claim for damages relating to the land which has been asserted or may be asserted, of record or not, by or on behalf of any Indian or Indian Tribe, including but not limited to the Tigua Indian Tribe of El Paso, Texas, also known as Pueblo De La Ysleta del Sur, also known as the Ysleta del Sur Pueblo Indian Tribe, also known as the Tigua Indian Community, including by not limited to claims appearing in Affidavit of Julian Granillo, filed for record April 16, 1993, recorded in Volume 2553, Page 1958, Real Property Records of El Paso County, Texas.**

Company insures the Insured against loss, if any, sustained by the insured under the terms of this Policy by reason of the enforcement of said rights as to the land. Company agrees to provide defense to the Insured in accordance with the terms of this Policy if suit is brought against the Insured to enforce said rights as to the land.

d. OWNER POLICY:

Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the Insured against loss, if any, sustained by the Insured under this policy if such liens have been filed with the County Clerk of El Paso County, Texas, prior to the date hereof.

Liability hereunder at the date hereof is limited to \$ _____. Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the Insured as improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy.

(OWNER POLICY ONLY)

(EXCEPTION MAY BE DELETED IF PROPOSED TRANSACTION DOES NOT INCLUDE COST OF CONTEMPLATED IMPROVEMENTS, CONSTRUCTION OR REPAIRS.)

e. LOAN POLICY

Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the Insured against loss, if any, sustained by the Insured under this Policy if such liens have been filed with the County Clerk of El Paso County, Texas, prior to the date hereof.

Pending disbursement of the full proceeds of the loan secured by the lien instrument set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increases as each disbursement is made in good faith and without knowledge of any defects in, or objections to, the title up to the face amount of the policy. Nothing contained in this paragraph shall be construed as limiting any exception under Schedule B, or any printed provision of this policy.

(LOAN POLICY ONLY)

(EXCEPTION MAY BE DELETED IF PROPOSED TRANSACTION DOES NOT INCLUDE COST OF CONTEMPLATED IMPROVEMENTS, CONSTRUCTION OR REPAIRS AND LOAN PROCEEDS ARE FULLY DISBURSED).

- f. Any encroachment, encumbrance, violation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.

(NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO COMPANY, THIS EXCEPTION WILL BE DELETED. COMPANY RESERVES THE RIGHT TO ADD ADDITIONAL EXCEPTIONS PER ITS EXAMINATION OF SAID SURVEY.)

- g. Title to all oil, gas and minerals of every kind and character in, on and under the insured premises, together with all rights, privileges and immunities relating thereto, heretofore reserved or conveyed by predecessors in title to PRICE'S PRODUCER'S, INCORPORATED, in Volume 1186, Page 178, Real Property Records, El Paso County, Texas.**
- h. Visible and apparent easements for roads and public utilities existing on the ground.**
- i. Any visible and apparent right of way for roads, drainage, and/or irrigation ditches.**
- j. NOTE: The company is prohibited from insuring the area or quantity of the land described herein. Any statement in the legal description contained in Schedule "A" as to the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informal identification purposes and does not override Item 2 of Schedule "B" hereof.**

SCHEDULE C

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:


1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. **Title examination did not reveal any liens filed of record affecting the subject property. Company requires the Record Owner to execute an Affidavit as to Debts and Liens at or prior to closing that will either, (1) confirm there are no liens, recorded or unrecorded, against the subject property or, (2) disclose all liens, recorded or unrecorded, affecting the subject property. Should the affidavit reveal any liens affecting the subject property, Company may require additional examination of title and require a release of lien against the subject property at or prior to closing.**
6. **NOTE: Company requires metes and bounds prior to closing.**
7. **NOTE: The title insurance policy being issued to you contains an arbitration provision. It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000.00 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision BEFORE the policy is issued. If you are the purchaser in the transaction and elect deletion of the arbitration provision, a form will be presented to you at closing for execution. If you are the lender in the transaction and desire deletion of the arbitration provision, please inform us through your Loan Closing Instructions. (Not applicable to the Texas Residential Owner**

Policy)

8. **NOTE:** Please be advised if a partnership, joint venture, trust, or a corporation is involved in this transaction, either as a seller, purchaser or borrower, we will require for our review prior to closing, copies of the partnership agreement, joint venture agreement, trust agreement, or corporate resolution authorizing the transaction, and evidence that the corporation is in good standing to authorize the insured transaction.
9. We must be in receipt of a tax certificate indicating all taxes paid through the year preceding the current year as shown on Schedule B, prior to closing.
10. **NOTE:** The Texas Secretary indicates that a Texas Notary Public must use an identification card issued by a governmental agency or a passport issued by the United States to identify the signer. Parties to the transaction must be prepared to furnish acceptable picture identification at closing.
11. Funds deposited by parties to the transaction must comply with Texas Department of Insurance Procedural Rule P-27. To avoid delays in disbursement, Company recommends that deposits in excess of \$100,000 be made by wire transfer. Contact your closing team for wiring instructions.
12. **NOTE:** Copies of the title exceptions shown on Schedule B of this commitment are available for view or print on the El Paso County, Texas website at www.epcounty.com under Official Public Records.
13. **NOTE:** Prior to closing, the company must have information whether the real property recording office for the county in which the Land is located is closed due to the COVID-19 emergency. If recording has been restricted, specific underwriting approval is required; and, additional requirements may be made.
14. **NOTE:** The Company reserves the right to raise exceptions and requirements or determine that it will not issue a title policy based upon the details of the transaction, the review of the closing documents, and changes in recording and title searching capabilities resulting from the COVID-19 virus.

Countersigned
WestStar Title, LLC

By



COMMITMENT FOR TITLE INSURANCE

SCHEDULE D

GF No. **210337-COM**

Effective Date: **March 10, 2021, 5:00 pm**

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment

Underwriter: Fidelity National Title Insurance Company, A California corporation

The issuing Title Insurance Company, Fidelity National Title Insurance Company, is a corporation whose shareholders owning or controlling, directly or indirectly, 10% of said corporation, directors and officers are listed below:

Shareholders: Fidelity National Group, Inc. which is owned 100% by FNTG Holdings, LLC which is owned 100% by Fidelity National Financial, Inc.

Directors: Raymond Randall Quirk, Anthony John Park, Michael Louis Gravelle, Michael J. Nolan

Officers: President, Raymond Randall Quirk, Executive Vice President, Anthony John Park, Secretary, Michael Louis Gravelle, Treasurer, Daniel Kennedy Murphy

2. The following disclosures are made by WestStar Title, LLC pursuant to Rule P-21.
 - a. The names of each shareholder, owner, partner or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows:

Owners: WestStar Bank (Texas Banking Association)

- b. Each shareholder, owner, partner or other person having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows:

WestStar Bank Holding Company, Inc.

- c. The following persons are officers and directors of the Title Insurance Agent:

WestStar Title, LLC

Officers: David Osborn, President,
 Rodolfo Telles, Sr. Senior Vice President, Title Examination Manager
 Travis Joel Smith, Vice President/Commercial Escrow Manager
 Rachel Samaniego Valles, Vice President/Branch Manager
 Jaime Gloria, Escrow Accounting Manager

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

Continuation of Schedule D

GF No. 210337-COM

Owner's Policy	<u>\$0.00</u>
Loan Policy	<u>\$0.00</u>
Endorsement Charges	<u>\$0.00</u>
Other	<u>\$0.00</u>
Total	<u>\$0.00</u>

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

<u>Amount</u>	<u>To Whom</u>	<u>For Services</u>
---------------	----------------	---------------------

" The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance."

DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

SIGNATURE

DATE

PRIVACY POLICY NOTICE

We Are Committed to Safeguarding Customer Information

Financial Institutions choose how they share your personal information. Federal and state laws give consumers the right to limit some but not all sharing. Title V of the Gramm-Leach-Bliley Act (GLBA) governs the treatment of nonpublic personal information about consumers by financial institutions. GLBA generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed.

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. WestStar Title values you as a customer and respects your right to privacy. We recognize the importance of protecting the confidentiality and security of the information we collect about individuals. We understand that you may be concerned about what we will do with such information. The following is WestStar Title's privacy policy regarding information we collect. This privacy policy governs the use and handling of your personal information. It provides an explanation of the types of information we collect, the means used to collect such information, an explanation of how we share the information collected, and an explanation of how we protect such information. Please read this notice carefully to understand what we do.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

Types of Information We Collect

In the course of our business we may collect personal information about you. The types of information we collect and share depend on which of our services you are utilizing. This information can include:

- Information we receive from you whether in writing, in person, by telephone or any other means. This can include application information (such as assets and income) and identifying information (such as name, address, and social security number);
- Information about your transaction with us our affiliated companies, or others; this can include information about balances, payment history, and parties to the transaction) and
- Information we receive from a consumer reporting agency, this can include information about your creditworthiness.

Use of Information We Collect

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. We will not release your information to nonaffiliated parties except:

- as necessary for us to provide the product or service you have requested of us, such as to process account transactions, maintain accounts, respond to court orders and legal investigations; or
- as permitted by law.

We may store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

In the course of our general business practices we may disclose the information we collect (as described above) about you to the following types of institutions for the reasons described below:

- To third party service providers to provide you with services you have requested this can be done by processing your transactions and maintain your account. These companies can include title insurers, property and casualty insurers, and companies involved in real estate services (appraisal companies, home warranty companies, and escrow companies).
- To companies that perform marketing services on our behalf.

Information We May Disclose to Our Affiliates

WestStar Title has the following affiliates: WestStar Bank, WestStar Insurance Agency, Inc., and WestStar Bank Holding Company Inc. We do not share personal information with our affiliates so they can market or make solicitations to you. We may share information about your transactions and experiences – this can include information such as your payment history – with our affiliates for their everyday business purposes, you cannot limit the sharing of this information.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

To protect your personal information from unauthorized access and use, we use security measures and maintain physical, electronic, and procedural safeguards that comply with federal law. We restrict access to personal information about you to those individuals and entities who need to know that information to provide products or services to you. We train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this privacy policy.

Note: The above Privacy Policy applies to individuals who obtain services or products that are to be used for personal family or household purposes.

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BURGES, SCOTT, RASBERRY & HULSE
FIRST NATIONAL BUILDING
EL PASO, TEXAS

35062

THE STATE OF TEXAS
COUNTY OF EL PASO

KNOW ALL MEN BY THESE PRESENTS:

That PRICE'S PRODUCERS, INCORPORATED, a Texas Corporation, for and in consideration of the sum of One Hundred Fifty-three Thousand Five Hundred Thirty-eight and 35/100 (\$153,538.35) Dollars, and other good and valuable considerations, to it in hand paid by THE CITY OF EL PASO, a Municipal Corporation, has Granted, Sold and Conveyed, and by these presents does Grant, Sell and Convey unto the said THE CITY OF EL PASO, of the County of El Paso, State of Texas, subject to the exceptions, reservations, covenants and conditions hereinafter stated, all those certain tracts or parcels of land, situated in El Paso County, Texas, and described as follows, to wit:

All of Section Four (4), Block Eighty (80), Tsp. No. 1, T&P Survey, containing 658.9 acres;

All of Section Five (5), Block Eighty (80), Tsp. No. 1, T&P Survey, containing 655.67 acres;

All of Section Six (6), Block Eighty (80), Tsp. No. 1, T&P Survey, containing 652.48 acres;

All of Section Seven (7), Block Eighty (80), Tsp. No. 1, T&P Survey; EXCEPT 40.11 acres of land known and described as the Southeast Quarter of the Southeast Quarter of said Section Seven (7), containing 601.29 acres;

All of Section Eight (8), Block Eighty (80), Tsp. No. 1, T&P Survey; EXCEPT 40.11 acres of land known and described as the Southwest Quarter of the Southwest Quarter of said Section Eight (8), and 40 acres of land known and described as the Northwest Quarter of the Northwest Quarter of said Section Eight (8), containing 559.89 acres;

All of Section Nine (9), Block Eighty (80), Tsp. No. 1, T&P Survey, containing 640 acres;

The North One-half and the Northeast Quarter of the Southeast Quarter of Section Sixteen (16), Block Eighty (80), Tsp. No. 1, T&P Survey, containing 382.4 acres;

All of Section Eighteen (18), Block Eighty (80), Tsp. No. 1, T&P Survey; EXCEPT the Southeast Quarter, and the Northwest Quarter of the Northeast Quarter of said Section Eighteen (18) and sixty (60.0) acres of land more or less located in the east one-half of the Northeast Quarter of the said Section Eighteen (18), which

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sixty (60.0) acres of land are described as follows: BEGINNING at the corner common to Sections 7, 8, 17 and 18, Block Eighty (80), Tsp. 1, T&P Survey in El Paso County, Texas; THENCE along the line between said Sections 17 and 18, S. 1° 02' 30" E. 2447.0 feet to the northeast line of the El Paso Natural Gas Company right of way fence; THENCE along said right of way, N. 55° 40' W., 1618.87 feet to the west line of the east one-half of the Northeast Quarter of said Section Eighteen; THENCE along the west line of the East one-half of the Northeast Quarter of the said Section 18, N. 1° 02' 30" W. 1509.79 feet to the line between said Sections 7 and 18; THENCE along the line between said Sections 7 and 18, S. 89° 58' E. 1320.0 feet to the place of beginning and containing 60.0 acres of land, more or less, the land here conveyed to grantee in said Section Eighteen (18) being 381.4 acres.

But it is expressly stipulated and agreed that the Grantor herein excepts and reserves from this conveyance and hereby expressly excepts and reserves all oil, gas and other minerals of every nature in and under the above described land. This is not a reservation of the water under said land, except that free use of sufficient water is excepted and reserved for development of the oil, gas and other minerals under said land but not elsewhere. But it is agreed that Grantor, its successors and assignees, will not drill or mine minerals within 150 feet of any established water well of the City of El Paso, Texas, unless written consent is first obtained from the Municipal Water and Sewerage System of the City of El Paso, Texas, authorizing drilling or mining closer to such well. Grantor, its successor and assigns, shall give written notice to Grantee, its successors and assigns, fourteen (14) days in advance of its intention to drill wells, giving the location and when such drilling is to commence.

Out of the grant hereby made there is, however, further excepted and reserved to the Grantor herein, the right to the possession and use of the surface of all of the above described land for grazing purposes for a period of ten years from this date, and it is understood and agreed that the Grantor shall have, and it hereby has, during the time it remains in lawful possession of the surface of the above described land, the right and power to the reasonable use of stock-water in connection with using said land for grazing purposes, to the exclusive use of the corrals, windmills, wells, tanks, and water lines on said property, and when this exception or reservation ends or is terminated as hereinafter provided, to remove said corrals, windmills, tanks, water lines and well pipe (but not the well casing) which have been heretofore or may be hereafter placed on said premises by Grantor, or its lessees, assignees, grantees or permittees, but this exception and reservation pertaining to Grantor's right to the possession and use of the premises for grazing purposes and its rights and powers in connection therewith is made on the condition that either Grantor or Grantee may terminate this exception and reservation upon ninety (90) days written notice to the other party, and Grantor agrees to pay Grantee

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five cents (5¢) per acre per annum, payable annually in advance while this exception and reservation is in effect. The rights excepted and reserved to Grantor in this clause shall not be assigned, in whole or in part, without the consent of Grantee.

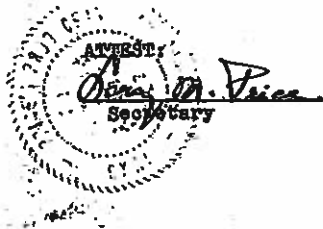
This conveyance is made subject to all property or rights vested in the State of Texas, in El Paso County, Texas, or in El Paso Natural Gas Company, by quitclaim deed, right of way deed, or right of way easements now of record in the office of the County Clerk of El Paso County, Texas, and this conveyance insofar as it covers lands in said Sections Four (4), Eight (8), Sixteen (16) and Eighteen (18), is made subject to ~~the covenants and conditions in~~ ~~the deed of record in Book 885, page 220, of the~~ ~~deed records of El Paso County, Texas, including the~~ right of P. H. Reeves to have water from such lands for his needs as long as he owns the store at Newman on the boundary between New Mexico and Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said THE CITY OF EL PASO, its successors and assigns forever, subject to all of the exceptions, reservations and rights of others hereinabove stated; and PRICE'S PRODUCERS, INCORPORATED, a Texas Corporation, does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the said premises unto the said THE CITY OF EL PASO, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, subject to all of the exceptions, reservations and rights of others hereinabove stated, and does warrant that the land above conveyed, with the exception of said Section Nine (9) contains the number of acres stated; provided, however, that if a deficiency be discovered therein, Grantor, its successors and assigns, shall be liable only to refund that part of the total purchase price applicable to those acres which might be found to be lacking, the parties hereto having arrived at the total purchase price paid by Grantee on the basis of a certain sum per acre. And Grantee by accepting this deed covenants for itself, its successors and assigns, that if any excess acres above those stated herein be discovered, Grantee, its successors and assigns, will pay to Grantor, its

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successor or assigns that sum for each such excess acre as was originally agreed upon by Grantor and Grantee as the purchase price per acre for land in such section as in which such excess shall be found to exist. (This sum varied with the different sections described herein and was not applicable to said Section Nine (9), which was exchanged to Grantee for other land owned by it. Originally, as a part of this transaction, Grantor and Grantee had agreed that Grantor would exchange all of said Section Nine (9), Block Eighty (80), Tsp. No. 1, T&P Survey, for all of Section Seventeen (17), Block Eighty (80), Tsp. No. 1, T&P Survey, owned by Grantee or to be acquired by it. Subsequently, the parties ascertained that the north one-half of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of said Section Seventeen (17) was unsuitable for Grantor's uses, so that it was agreed between them that Grantee would except and reserve out of its conveyance to Grantor of said Section Seventeen (17) said unsuitable portions and Grantor would except and reserve from this conveyance a like amount of land being three quarter quarter sections, one each in said Sections Seven (7), Eight (8) and Eighteen (18), which are above so excepted, to adjust for that part of said Section Seventeen (17) not being conveyed to it, and that the purchase price for the land herein conveyed would remain the same just as if said three quarter quarter sections had not been excepted and reserved herein.)

IN TESTIMONY WHEREOF, the said PRICE'S PRODUCERS, INCORPORATED, a Texas Corporation, has caused these presents to be executed by its officers thereunto duly authorized, this 3 day of September 1954.



PRICE'S PRODUCERS, INCORPORATED,
 By *Robert B. Price*
 Robert B. Price, President

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THE STATE OF TEXAS
COUNTY OF EL PASO

1186

BEFORE ME, the undersigned authority,
a Notary Public in and for said County and State, on this day
personally appeared ROBERT B. PRICE, President of PRICE'S PRODUCERS,
INCORPORATED, known to me to be the person and officer whose name
is subscribed to the foregoing instrument, and acknowledged to me
that the same was the act and deed of the said PRICE'S PRODUCERS,
INCORPORATED, a Texas Corporation, and that he executed the same
as the act of such Corporation, for the purposes and consideration
therein expressed, and in the capacity therein stated.

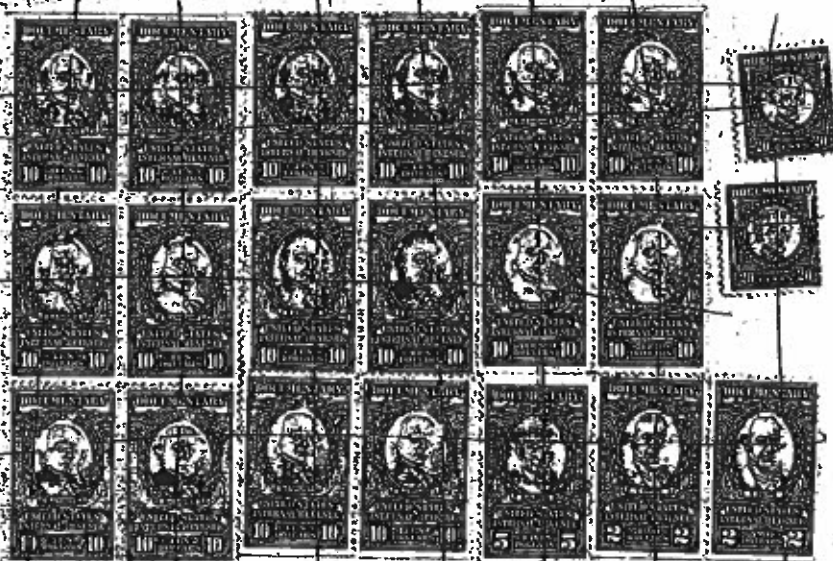
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 16 day of

September 1954.



TOM B. NEWMAN, Notary Public
in and for El Paso County, Texas
commission expires June 1, 1955

Tom B. Newman
Notary Public in and for
El Paso County, Texas.



35062	PRICE'S PRODUCERS, INCORPORATED TO THE CITY OF EL PASO	WARRANTY DEED	FILED FOR RECORD IN MY OFFICE 1954 SEP 16 PM 4 20 <i>W. B. Newman</i>	BURGES, SCOTT, RASBERRY & HULSE FIRST NATIONAL BUILDING EL PASO, TEXAS 9/2
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EXHIBIT "C" to Offer

The Vendor shall be responsible to provide the major diameter water and sanitary sewer main extensions (sized 16 inches in diameter and above) to the site, and the United States Government shall provide the smaller diameter water and sewer main (12 inches and under) extensions to the site, in accordance with the following terms:

- (1) Prior to performing any obligations under this Exhibit "C," the United States Government agrees to execute a Temporary Right of Entry and Temporary Construction Easement in substantially the form attached to this Offer as **Exhibit "D"** and incorporated fully herein, to permit Vendor EPWater entry over and across, under and through the Property to perform the work.
- (2) The design plans for the major diameter water and sanitary sewer main extensions shall be presented to the United States Government by the Vendor prior to construction to verify that they will be sufficient for supporting the activities currently planned at the site.
- (3) Two points of connection to the water system shall be provided to the site, one on each side of the existing "tee" that extends from the east side of US Highway 54, to a new parallel 12" water main to be constructed by the United States Government that will extend to the north and south along the frontage of US Highway 54 within a new 30-ft utility easement to allow service connections for domestic and fire service pipes.
- (4) The vendor shall provide a minimum of one (1), and up to two (2), domestic water service connections and a minimum one (1), and up to two (2), fire service connections, to be confirmed by vendee on or before December 31, 2021.
- (5) Additionally, the vendor shall not require the construction of an extension of the parallel 12" water main by the United States Government, but shall instead require the United States Government to cap both ends of the water main beyond the service connections with a tee adapter or other device approved by Vendor to support future expansion of services to adjacent parcels.
- (6) One point of connection shall be provided at the south/downstream corner of the property to a new 12" sanitary sewer main to be constructed by the United States Government that will extend along the full frontage of US Highway 54 within the utility easement described herein.
- (7) A minimum of one (1), and up to three (3), sanitary sewer connections, to be confirmed by the United States Government on or before December 31, 2021.
- (8) The United States Government shall be responsible for the extension of smaller diameter mains to serve the site.
- (9) The United States Government shall cap the upstream end of the sewer main at the north property line with a tee adapter or other device approved by Vendor to support future expansion of services to adjacent parcels.

EXHIBIT "D" to Offer

STATE OF TEXAS	}	TEMPORARY RIGHT OF ENTRY
	}	&
COUNTY OF EL PASO	}	CONSTRUCTION EASEMENT

This Temporary Right-of-Entry & Construction Easement (this "*Agreement*") Agreement is entered into by and between **THE UNITED STATES GOVERNMENT**, ("*Grantor*"), and the **EL PASO WATER UTILITIES - PUBLIC SERVICE BOARD**, ("*EPWater*" or "*Grantee*").

WITNESSETH

WHEREAS, Grantor owns that certain real property consisting of approximately 59.022 acres of land, as more particularly on **Exhibit "A"** attached hereto and incorporated fully herein (the "*Easement Property*"); and

WHEREAS, Grantee has been retained to perform the Work on the Easement Property, as described in "*Scope of Work*" attached hereto as **Exhibit "B"** and incorporated fully herein; and

WHEREAS, Grantee is requesting Temporary Right-of-Entry and Temporary Construction Easement over and across, under and through the Easement Property in order to complete the work described in the Scope of Work (the "*Work*"); and

WHEREAS, it is the desire of Grantor and Grantee to enter into this Temporary Right-of-Entry and Temporary Construction Easement Agreement (this "*Easement*") to allow Grantee to enter upon the Easement Property to access the Easement Property to perform the above-described Work; and

NOW, THEREFORE, for the sums described below and other good and valuable consideration Grantor agrees to grant a Temporary Right-of-Entry and Construction Easement to Grantee and Grantee agrees to accept the Temporary Right-of-Entry and Construction Easement under the following terms and conditions:

AGREEMENT

1. **PROPERTY**. Grantor hereby grants a Temporary Right-of-Entry & Construction Easement to Grantee, its contractors, subcontractors, agents, and employees onto the Easement Property, which is more particularly described on **Exhibit "A"** attached hereto and incorporated fully herein.

2. **EVENT**. To have and to hold, the above-described rights and Easement(s) together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever; and Grantor is hereby bound, together with all heirs, personal representatives, executors, administrators, successors, and assigns to warrant and forever defend

the above-described easement and rights unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof for the duration of this Easement.

Grantee, or its contractor's will perform the Work in a good and workmanlike manner, and will keep the Easement Property in good maintenance and repair at its sole cost and expense. Grantee will separate by cones or other appropriate construction safety barriers ("*Cone Off*") the Easement Area while Grantee occupies the Easement Area.

In accepting this grant, Grantee agrees that it will restore the property to the same or better condition as it was in prior to Grantee's use hereunder, subject only to the elements, other natural causes, and acts of God, and will remove all of its equipment, tools, trash and debris from the Easement prior to the termination of the Easement.

3. **TERM.** This Temporary Right of Entry & Construction Easement shall commence upon the Execution Date, as defined herein, and shall terminate when the Project is complete or one (1) year thereafter unless extended by written agreement signed by both parties hereto.

4. **INSURANCE.** Through the term of this Temporary Right-of-Entry and prior to using the sites, Grantee, or its contractor shall maintain insurance coverage in the amounts required by Grantor and its affiliates and shall name Grantor as additional insured as provided on Exhibit "C" attached hereto and incorporated herein. Grantor shall be provided with ELECTRONIC copies of all policy documents evidencing such coverage prior to Grantor's use of the sites.

5. **CONDITION OF PROPERTY AND ACCESS.** Grantee accepts the Easement Property in its present condition, as is. Grantor reserves the right to the full use and enjoyment of the property encumbered by the Easement, except as otherwise provided herein, and such use shall not hinder, conflict, or interfere with the exercise of Grantee's rights hereunder, so long as this Easement is in existence.

Grantee and Grantee's employees, agents, and invitees, shall, at all times, have access from Grantor's property to the land covered by this Easement and Grantor shall not prohibit ingress to or egress from Grantor's adjacent land because of construction or for any other reason.

During the term of this TROE & Construction Easement, Grantee shall remove all construction materials and all excavation debris and surrender the Easement Property to the Grantor in the same condition as its present condition at the end of each day, subject to inspection and confirmation by Grantor. Upon termination, Grantee shall remove all construction materials and all excavation debris and surrender the Easement Property to the Grantor in the same condition as the Easement Property existed as of the Execution Date of this Easement. If Grantee has not complied with the terms of this section within 5 days of termination Grantor's may pursue all of its rights and remedies available to Grantor by law and in equity.

6. **DEFAULT.** If Grantee defaults under any provision of this Easement, in addition to any other remedies available at law or in equity, Grantor will be entitled to:

- a terminate this Easement on written notice to Grantee;
- b obtain specific performance or any other appropriate equitable relief against Grantee; and/or;
- c in the case of incomplete repairs, Grantor may complete the necessary repairs and Grantee will promptly pay Grantor for the actual cost of the repairs plus a charge of 20% of the actual cost to account for overhead costs and expenses.

7. **TERMINATION BY GRANTOR FOR CONVENIENCE OR NECESSITY.**

- a Grantor may terminate this Easement for cause with thirty (30) days' written notice to Grantee via US Mail or Hand Delivery as follows:

El Paso Water Utilities-Public Service Board
 Alma DeAnda
 Utility Land and Water Rights Manager
 P.O. Box 511
 El Paso, Texas 79961-0001
 Fax: (915) 594-5699
 Email Address: ADeAnda@epwu.org

- b Grantor may terminate this Easement for necessity with seven (7) days' written notice. Said notice shall include an explanation of the circumstances which led to Termination for Necessity. Determination of necessity will be the sole purview of the Grantor and based upon the mission and mandate of the UNITED STATES GOVERNMENT.

8. **AUTHORITY.** Each of the signatories hereto expressly warrants are duly authorized to sign this Agreement for their principal and to bind their principal.

[Signatures begin on the following page]

WITNESS THE EXECUTION HEREOF the ____ day of _____, 20____
 (“*Execution Date*”) by:

GRANTOR

THE UNITED STATES GOVERNMENT

By: _____
 Title: _____

ACKNOWLEDGMENT

STATE OF _____)
)
 COUNTY OF _____)

This instrument was acknowledged before me on this the ____ day of _____,
 20____, by _____ the _____ on behalf of
 the UNITED STATES GOVERNMENT (the Grantor).

 Notary Public, State of _____

GRANTOR / GRANTEE:**EL PASO WATER UTILITIES
PUBLIC SERVICE BOARD**

 Marcela Navarrete Vice President - Strategic,
 Financial, and Management Services

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

 Michaela Ainsa Grambling
 Assistant General Counsel

 Alma DeAnda
 Utility Land and Water Rights Manager

ACKNOWLEDGMENT

STATE OF TEXAS)
)
 COUNTY OF EL PASO)

This instrument was acknowledged before me on this the ____ day of _____,
 20____, by MARCELA NAVARRETE; Vice President - Strategic, Financial, and Management
 Services, on behalf of the City of El Paso, El Paso Water Utilities Public Service Board.

 Notary Public, State of Texas

(Signatures continue on the following page)

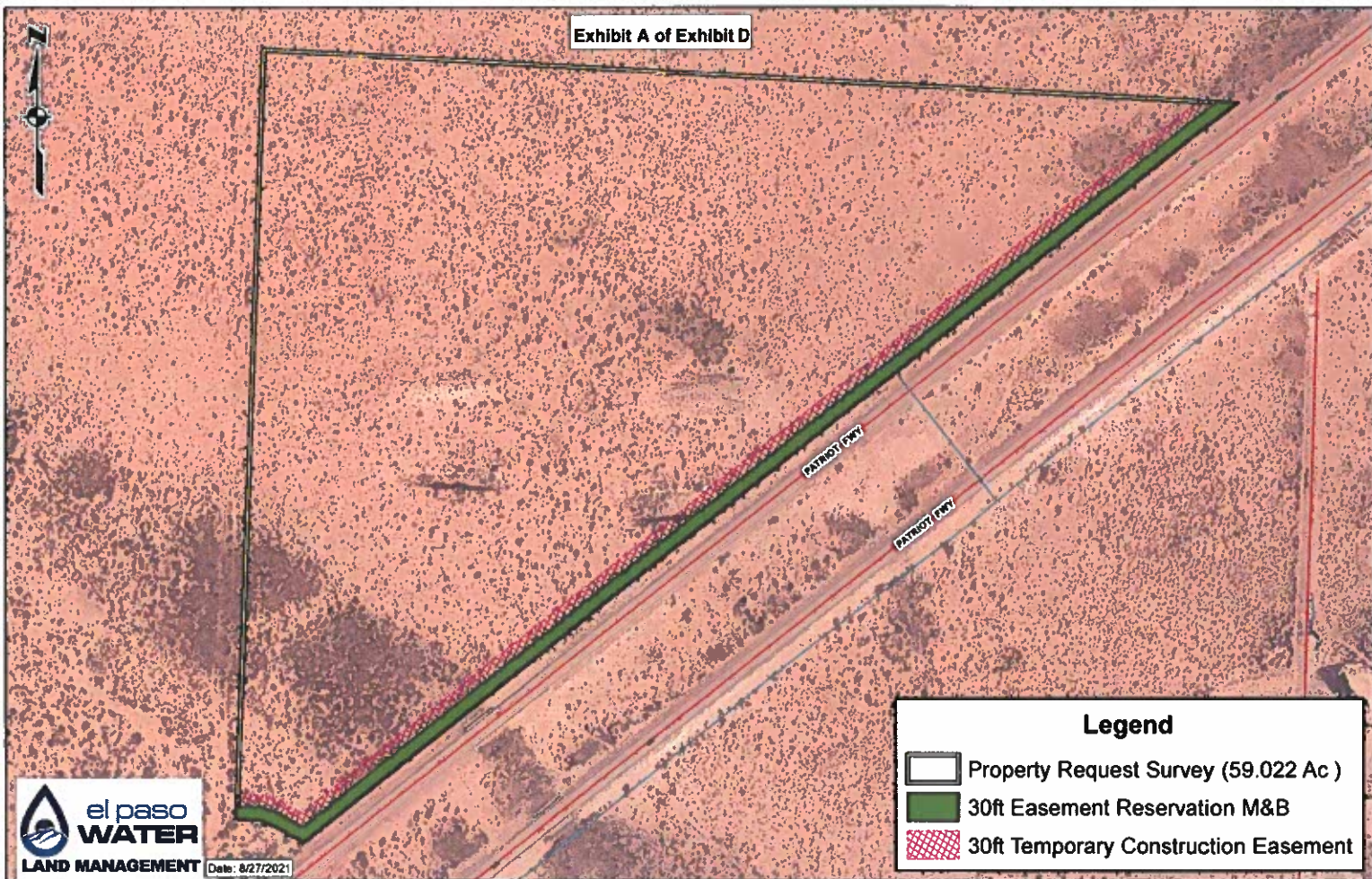


Exhibit B
of Exhibit D to Offer

Scope of Work

The Vendor, EPWater, shall be responsible to provide the major diameter water and sanitary sewer main extensions (16 inches and above) to the site and the Vendee, the United States Government, shall provide the smaller diameter water and sewer main (12 inches and below) extensions to the site in accordance with the following terms:

- (1) The design plans for the major diameter water and sanitary sewer main extensions shall be presented to the United States Government by the Vendor prior to construction to verify that they will be sufficient for supporting the activities currently planned at the site.
- (2) Two points of connection to the water system shall be provided to the site, one of each side of the existing "tee" that extends from the east side of US Highway 54, to a new parallel 12" water main to be constructed by the United States Government that will extend to the north and south along the frontage of US Highway 54 within a new 30-ft utility easement to allow service connections for domestic and fire service pipes.
- (3) The vendor shall provide a minimum of one (1), and up to two (2), domestic water service connections and a minimum one (1), and up to two (2), fire service connections, to be confirmed by vendee on or before December 31, 2021.
- (4) Additionally, the vendor shall not require the construction of an extension of the parallel 12" water main by the United States Government, but shall instead require the United States Government to cap both ends of the water main beyond the service connections with a tee adapter or other device approved by Vendor to support future expansion of services to adjacent parcels.
- (5) One point of connection shall be provided at the south/downstream corner of the property to a new 12" sanitary sewer main to be constructed by the United States Government that will extend along the full frontage of US Highway 54 within the utility easement described herein.
- (6) A minimum of one (1), and up to three (3), sanitary sewer connections, confirmed by the United States Government on or before December 31, 2021.
- (7) The United States Government shall be responsible for the extension of smaller diameter mains to serve the site.
- (8) The United States Government shall cap the upstream end of the sewer main at the north property line with a tee adapter or other device approved by Vendor to support future expansion of services to adjacent parcels.



Legislation Text

File #: 21-1310, **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, Assistant Chief Victor Zarur, (915) 212-4307

AGENDA LANGUAGE:

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

An Ordinance amending Title 5 (Business Licenses and Permit Regulations) to create Chapter 5.18 (Convenience Store Regulation) and Subsections thereunder in the El Paso City Code relating to the registration of and safety and prevention requirements for convenience stores within City of El Paso; the penalty as provided in Section 5.18.080 of the El Paso City Code.

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

AGENDA DATE: 11/23/21

PUBLIC HEARING DATE: 12/07/21

CONTACT PERSON(S) NAME AND PHONE NUMBER: Assistant Chief Victor Zarur 915-212-4307

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 2. Set The Standard For A Safe And Secure City

SUBGOAL: 2.1 Maintain standing as one of the nation's top safest cities

SUBJECT:

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

City Council to approve an ordinance; amending Title 5 (Business Licenses and Permit Regulation) to create Chapter 5.18 (Convenience Store Regulation) and subsections thereunder in the El Paso City Code relating to the registration of and safety and prevention requirements for Convenience Stores within City of El Paso as outlined in the proposed ordinance.

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 chapter is to protect the health, safety, and welfare of the citizens of the City of El Paso by reducing the occurrence of crime, preventing the escalation of crime, and increasing the successful prosecution of crime that occurs in convenience stores within the city limits. To this end, this chapter establishes a registration program for convenience stores and provides requirements relating to surveillance camera systems, video recording and storage systems, alarm systems, drop safes, security signs, height markers, protection of inventory, store visibility, safety training programs, and prosecution statements and trespass affidavits.

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? ☒ YES ☐ NO

PRIMARY DEPARTMENT: El Paso Police Department

SECONDARY DEPARTMENT:



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

DEPARTMENT HEAD: Chief G.K. Allen

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

ORDINANCE NO.: _____

AN ORDINANCE AMENDING TITLE 5 (BUSINESS LICENSES AND PERMIT REGULATIONS) TO CREATE CHAPTER 5.18 (CONVENIENCE STORE REGULATION) AND SUBSECTIONS THEREUNDER IN THE EL PASO CITY CODE RELATING TO THE REGISTRATION OF AND SAFETY AND PREVENTION REQUIREMENTS FOR CONVENIENCE STORES WITHIN CITY OF EL PASO; THE PENALTY AS PROVIDED IN SECTION 5.18.080 OF THE EL PASO CITY CODE

WHEREAS, the City of El Paso has had 1,775 beer runs in 2018, 1,817 beer runs in 2019, and 1,786 beer runs in 2020, totaling 5,378 over the three-year time frame; and

WHEREAS, the El Paso Police Department officers spend approximately 1 hour and 49 minutes responding to beer runs and completing the initial patrol investigation; and

WHEREAS, the El Paso Police Department officers spend approximately 3 hours and 34 minutes to complete their criminal investigation on beer runs; and

WHEREAS, the City Council finds that convenience stores, as a category of businesses, are frequently targets of criminal activities; and

WHEREAS, the City of El Paso desires to prevent crime, the escalation of crime, and increase the successful prosecution of crimes that occur in convenience stores within the city limits; and

WHEREAS, the City of El Paso has determined that convenience store owners play a key role in promoting safety in their establishments, in addition to a responsibility to both the community and their employees to ensure safety in their establishments; and

WHEREAS, training employees in safety procedures, posting notice of crime-prevention strategies in use, increasing visibility, and utilizing safety devices and measures can increase the safety of store employees and customers; and

WHEREAS, the registration of convenience stores with the City of El Paso would facilitate the application and enforcement of this ordinance and other laws; and

WHEREAS, the requirement of surveillance camera systems and other safety measures would reduce the occurrence of crime, prevent the escalation of crime, and increase the successful prosecution of crime that occurs in convenience stores in the city; and

WHEREAS, the City Council finds that the regulation of convenience stores as outlined in this ordinance will protect the health, safety, and welfare of the citizens of the City of El Paso by reducing crime in convenience stores.

Ordinance No. _____

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

Section 1. That Chapter 5.18 (Convenience Store Regulation) of the El Paso City Code be created as follows.

Section 2. That the subsections of Chapter 5.18 (Convenience Store Regulation) be created as follows:

TITLE 5 (BUSINESS LICENSE AND PERMIT REGULATIONS)

Chapter 18 Convenience Store Regulation

Section 5.18.010	Purpose
Section 5.18.020	Definition
Section 5.18.030	Registration of Convenience Stores and Fees
Section 5.18.040	Issuance, Denial, and Display of Registration
Section 5.18.050	Suspension and Revocation of Registration
Section 5.18.060	Expiration and Renewal of Registration
Section 5.18.070	Appeal
Section 5.18.080	Enforcement, Violations, and Penalties
Section 5.18.090	Requirements for Convenience Stores
Section 5.18.110	Severability

Section 5.18.010 Purpose

- A. The purpose of this chapter is to protect the health, safety, and welfare of the citizens of the City of El Paso by reducing the occurrence of crime, preventing the escalation of crime, and increasing the successful prosecution of crime that occurs in convenience stores within the city limits. To this end, this chapter establishes a registration program for convenience stores and provides requirements relating to surveillance camera systems, video recording and storage systems, alarm systems, drop safes, security signs, height markers, protection of inventory, store visibility, safety training programs, and prosecution statements and trespass affidavits.

Section 5.18.020 Definitions

As used in this chapter, the following words or terms shall have the meanings ascribed in this section, unless the context of their usage clearly indicates another meaning:

- A. **“Convenience goods”** means basic food, beverage, household, and pharmaceutical items.
- B. **“Convenience store”** means any business with extended hours and convenient location that is primarily engaged in the retail sale of convenience goods and gasoline, designed to accommodate a large volume of stop and go traffic. Convenience store does not include

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any business where there is no retail floor space accessible to the public even if gasoline is sold.

- C. **“Drop safe”** means a cash management device where money can be deposited without the depositor having access to contents.
- D. **“Employee”** means any person, whether or not the person is designated as an employee, contract employee, agent or otherwise, who renders any service whatsoever to the customers of a convenience store, works in or about a convenience store or who conducts any business in a convenience store and who receives or has the expectation of receiving any compensation, monetary wages, commissions or profits from the convenience store. By way of example, rather than limitation, the term includes the owner, other management personnel, clerks, and cashiers. Employee does not include a person exclusively on the premises for the limited purpose of providing janitorial, repair or maintenance services for the premises or for the delivery of convenience goods by a vendor or distributor to the premises.
- E. **“Height marker”** means a measuring strip that may be attached on or near a doorframe of a convenience store to aid in identifying the height of a person suspected of committing a crime.
- F. **“Manager”** means the person designated by the owner to be responsible for the daily operation of a convenience store. Managers shall be designated in the registration application filed under this chapter.
- G. **“Owner”** means the person or persons who hold title to or leases property for the purpose of operating a convenience store, including any lien holder or any other person with a financial interest in the store.
- H. **“Person”** means any individual, corporation, organization, partnership, association, or any other legal entity.
- I. **“Registered agent”** means the person identified by the owner of a convenience store in the registration filed pursuant to this chapter that is authorized to receive on behalf of the owner any legal process and/or notice required or provided for in this chapter.

Section 5.18.030 Registration of Convenience Stores and Fees

- A. No person shall operate or cause to be operated a convenience store without a valid certificate of registration issued by the El Paso Police Department. A separate certificate of registration is required for each physically separate convenience store located within city limits.
- B. The owner shall pay to the City all established fees for the registration provided in accordance with this chapter.

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- C. To obtain a valid certificate of registration for a convenience store and a registration compliance decal, the owner of the store must apply on the form provided by the El Paso Police Department. The application must contain all of the following information:
1. The name, street address, mailing address, telephone number, and facsimile number of the convenience store. The use of a public or private post office box or similar address shall not be sufficient for the purposes of complying with this subsection.
 2. The name, residential address, telephone number, and e-mail address of the owner of the convenience store. If the owner is a corporation, whether foreign or domestic, the name of the registered agent of the owner, business address, telephone number, facsimile number, and e-mail address of the registered agent. The address information shall include the street name and number, office or suite number if a business address, the city, state, and zip code. The use of a public or private post office box or similar address shall not be sufficient for the purposes of complying with this subsection.
 3. The nature and extent of the owner's interest in the property. If there is more than one owner, lien holder or other persons with a financial interest in the convenience store, then the name, residential address, and telephone number of each such person as well as the nature and extent of such person's interest in the property. The use of a public or private post office box or similar address shall not be sufficient for the purposes of complying with this subsection.
 4. The name, street address, mailing address, telephone number, facsimile number, and e-mail address of the current manager of the convenience store. The use of a public or private post office box or similar address shall not be sufficient for the purposes of complying with this subsection.
 5. The name, address, telephone number, and e-mail address of a person or persons who can be contacted 24 hours a day, 7 days a week, in the event of an emergency condition involving the convenience store.
 6. Such additional information as the applicant desires to include or that the Chief of Police deems necessary to aid in the determination of whether the requested registration should be granted.
- D. Any change in the ownership of a convenience store, including but not limited to the sale of the convenience store or any ownership interest therein, shall require the purchaser or transferee to obtain a new registration issued by the El Paso Police Department within thirty (30) days of the effective date of ownership change.
1. The prior owner, lien holder, or any other person with a financial interest shall advise the El Paso Police Department, in writing, that he or she no longer holds any

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ownership interest in the property within ten (10) days of the effective date of ownership change.

- E. Any change in the manager or registered agent shall require the owner to update the information provided to the El Paso Police Department on the registration application form within ten (10) business days of the effective date of said change.
- F. Any owner of a newly constructed or established convenience store shall comply with the provisions of this section not later than the thirtieth (30th) day following completion of construction or new opening of the convenience store, whichever occurs first.
- G. A certificate of registration for a convenience store is not transferable.

Section 5.18.040 Issuance, Denial, and Display of Registration

- A. Upon the filing of a completed application for the registration of a convenience store, the El Paso Police Department shall issue the owner of the convenience store a certificate of registration along with a registration compliance decal.
- B. If the Chief of Police, Code Director, or their respective designees determine that the application for registration is incomplete or contains a false statement as to a material matter in the application, then the application shall be denied. If an application for registration of a convenience store is denied, then the Chief of Police, Code Director, or their respective designees shall deliver written notice to the owner or registered agent that the application is denied, including the reason for the denial and a statement informing the owner of the right of appeal.
- C. The certificate of registration, if granted, shall state on its face the name and address of the convenience store, the name of the owner(s) or registered agent, the name of the manager, and the expiration date. The certificate of registration shall be posted in a conspicuous place accessible at all times to the public. The registration compliance decal must be continuously and conspicuously displayed above the main public entrance door to the convenience store and in a manner as to not obstruct the view into the store.
- D. Any El Paso Police officer, code enforcement officer, inspector or designated inspector of the city shall be authorized to make inspections of the establishment and issue citations or notices of violation to any person found to be in violation of this chapter.

Section 5.18.050 Suspension and Revocation of Registration

- A. The Chief of Police, Code Director, or their respective designees shall issue a notice of suspension for a convenience store if he or his designee determines that:
 - 1. The owner failed to comply with any provision of this chapter; or

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2. The owner made a false statement as to a material fact in the application or in a hearing concerning the certificate of registration.
 3. The Chief of Police, Code Director, or their respective designees may suspend a certificate of registration for up to sixty (60) calendar days.
- B. The Chief of Police, Code Director, or their respective designees shall revoke a certificate of registration for a convenience store if he or his designee determines that:
1. The owner failed to comply with any provision of this chapter; or
 2. The owner made a false statement as to a material fact in the application or in a hearing concerning the certificate of registration.
 3. The City may revoke the Certificate of Registration when more than three (3) violations have been documented during the term of the certificate.
- C. Before issuing a suspension or revoking a certificate of registration, the Chief of Police, Code Director, or their respective designees shall deliver written notice by personal delivery or certified mail to the owner or registered agent that the certificate of registration is being considered for suspension or revocation. The notice must include the reason for the proposed suspension or revocation, corrective action the owner must take to prevent the suspension or revocation, and a statement that the owner has twenty-one (21) days after the date of delivery to comply with the notice.
1. If, after twenty-one (21) days from the date the notice is delivered, the owner has not complied with the notice, the Chief of Police, Code Director, or their respective designees shall suspend or revoke the certificate of registration and deliver written notice of the suspension or revocation to the registered agent. The notice must include the reason for the suspension or revocation, the date the action was ordered, and a statement informing the owner of the right to appeal.

Section 5.18.060 Expiration and Renewal of Registration

- A. A certificate of registration for a convenience store expires one (1) year after the date of issuance.
- B. A certificate of registration may be renewed by making application in accordance with this chapter. An owner shall apply for renewal at least thirty (30) days before the expiration of the certificate of registration.

Section 5.18.070 Appeal

- A. When the Chief of Police, Code Director, or their respective designees issue a written notice of intent to deny, suspend, revoke, or deny renewal of a certificate of registration,

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the Chief of Police, Code Director, or their respective designees shall immediately send such notice to the owner or registered agent by personal delivery or certified mail. The notice shall be directed to the most current business address or other mailing address on file with the El Paso Police Department for the owner.

- B. The owner or registered agent who has been served with a denial, suspension, or revocation notice may appeal the Chief of Police or his designee's action to the City Manager or his designee within ten (10) days of receiving such notice. Said appeal shall also include a written rebuttal.
- C. All documents relevant to the certificate of registration shall be forwarded to the City Manager or his designee. The City Manager or his designee shall review all relevant documents, the appellant's appeal, and written rebuttal. The City Manager or his designee may allow the appellant to make an oral argument, present evidence and witnesses, and submit additional rebuttal evidence.
- D. The City Manager or his designee shall issue a written decision to the parties within ten (10) days of the hearing. If the decision is to deny, suspend, revoke, or not renew the certificate of registration, the decision shall become effective on the thirtieth (30th) day after it is rendered. If the decision is that no grounds exist for denial, revocation, denial of renewal, or denial of renewal, the City Manager or his designee shall, contemporaneously with the issuance of the decision, order the Chief of Police to immediately issue a certificate of registration.

Section 5.18.080 Enforcement, Violations, and Penalties

- A. The Chief of Police, Code Director, or their respective designees shall implement and enforce this chapter. The Chief of Police may by written order establish such rules, regulations or procedures, not inconsistent with this chapter, as he determines are necessary to discharge any duty under or to affect the policy of this chapter.
- B. It shall be unlawful for any person to operate or cause to be operated a convenience store without a valid certificate of registration as required by this chapter. A person who violates any provision of this chapter, or who fails to perform an act required of the person by this chapter, shall be guilty of a Class C misdemeanor. A person commits a separate offense each day or portion of a day during which a violation is committed, permitted, or continued.
- C. An offense under this chapter is punishable by a fine of no more than \$500.
- D. The penalties provided above are in addition to any other enforcement remedies that the City of El Paso may have under city ordinance or state law.

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Section 5.18.090 Requirements for Convenience Stores

- A. Surveillance Camera Systems, Recordings, and Storage. The owner shall provide, maintain, and operate at least four (4) color digital high-resolution surveillance cameras with a minimum resolution of two (2) mega pixels, a minimum aspect ratio of 1920 horizontal pixels by 1080 vertical pixels, and a minimum frame rate of 15 frames per second. A fifth (5) camera is required if the store is equipped with an additional entrance and exit. The owner shall also provide one or more digital video recording devices (NVR/DVR) in a secure location in the convenience store in compliance with this subsection.
1. The position of the first camera must have an overall view of the counter/register area and the other camera a view of the main entrance and exit area. The position of the second camera at the entrance and exit area must be done in a way to provide a clear and identifiable full frame view of the face of each individual filmed entering or exiting the main public entrance or exit of the store. The third camera should capture the exterior front of the business, to include parking lot area. The fourth camera should cover the sales floor leading to the beer coolers.
 2. Each camera shall accurately display the date and time of the recording. Owner should review accuracy of the date and time on a regular basis or upon a system change.
 3. The coverage areas of both cameras must remain unobstructed by any display, sign, or other items at all times.
 4. Each camera must be operating and capable of recording at all times, including hours when the store is not open for business. Each camera must be operated in a fixed position and not in a panning motion.
 5. A sign both in English and Spanish stating "STORE IS UNDER CAMERA SURVEILLANCE," in letters at least two (2) inches high must be posted at each public entrance and exit of the convenience store and must be readable from inside and outside the store.
 6. The video recording devices must be designed, equipped, and operated at a minimum to digitally record images and video from the surveillance cameras every time motion occurs in the convenience store, whether or not the store is open for business.
 7. The owner or manager shall have the capability to provide the El Paso Police Department's initial responding patrol officer with digital color images and video recordings in connection with any crime investigation at or near the convenience store within fifteen (15) minutes of the officer's dispatched arrival and within forty-eight (48) hours if requested by a detective.

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8. All digital color images and video recordings must be stored and maintained for at least thirty (30) days.
- B. **Property Inspections.** An owner or manager shall permit, at reasonable times upon request, representatives of the El Paso Police Department to inspect the interior and exterior of the convenience store, including but not limited to surveillance camera systems, for the purpose of ensuring compliance with this chapter.
 1. An owner or manager commits an offense if, either personally or through an agent or employee, the owner or manager refuses to permit a lawful inspection of the convenience store as required by this section.
 - C. **Alarm System.** An owner shall provide, maintain, and operate an alarm system in the convenience store in compliance with Chapter 5.13 Security Alarm Systems of the El Paso City Code and with this section. This system shall, at a minimum, include a panic button located within reach of the cash register and out of view of the customer. Such panic button will generate an alarm signal indicating a hold-up or other life-threatening emergency requiring an emergency response. A convenience store shall have posted at all public entrances and exits signs or decals both in English and Spanish indicating that a security alarm system is in use.
 - D. **Drop Safes.** An owner shall provide and maintain a drop safe on the premises of the convenience store to keep the amount of cash available to employees to a minimum. A drop safe must be bolted to the floor of the convenience store. A convenience store shall have posted at all public entrances and exits signs or decals in English and Spanish indicating that employees cannot open the safe and that employees have minimum cash on hand.
 - E. **Security Signs.** An owner shall provide, post, and maintain security signs in the convenience store. Signs stating in both English and Spanish, "NO SOLICITATION" and "NO TRESPASSING," in letters at least two (2) inches high must be posted at each public entrance and exit of the convenience store. The signs may contain additional language as required by law and must be in a format approved by the Chief of Police.
 - F. **Height Markers.** Convenience stores shall install two height markers at the entry and exit doors of the business to aid in the estimation of an individual's height. These markers will be multi-colored to designate different heights. The markers must be visible and not obstructed by any display or other such covering.
 - G. **Protection of Inventory.** An owner, manager, or employee of a convenience store shall secure, lock, block, or otherwise mark off goods and inventory not available for sale in such a manner that customers cannot access such items while the store is open for business. When it is not logistically possible to secure and lock the goods or inventory, the owner or operator of a convenience store will block, cover, or mark off goods and inventory not

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available for sale in such a manner that customers cannot purchase such items while the store is open for business.

- H. **Store Visibility.** The owner or manager shall provide for and maintain an unobstructed line of sight allowing a clear view of and from the cash register and sales transaction area through all windows and public access doors. Such windows and doors must be clear of all items that would obstruct a clear view, including but not limited to tinting, signage, advertisements, shelving, and merchandise.
- I. **Employee Safety Training and Telephone Access.** An owner shall ensure that safety training is provided for and completed by employees of the convenience store. Each employee of a convenience store shall annually complete a safety-training program approved by the Chief of Police or his designee. The safety training program must include, but is not limited to, the following subjects: (1) Texas Penal Code in reference to Theft and Robbery chapters, (2) basic safety awareness tactics, (3) mental preparation when dealing with a theft, (4) operation of security devices, (5) knowledge of this Chapter and how it pertains to their duties as a store employee, and (6) knowledge of store policies and training requirements.
 - 1. Each employee shall annually complete the online safety-training program and test provided by the El Paso Police Department. New employees shall complete the training and test within ten (10) days after beginning employment with the convenience store.
 - 2. Each employee shall sign a statement indicating the date, time, and place of completion of the safety training program. Copies of each employee's statements must be maintained on file in the convenience store for as long as the employee is employed by the convenience store. The statements must be made available to the Chief of Police or any other peace officer immediately upon request.
 - 3. Telephone access must be provided at each convenience store for use by employees.
- J. **Trespass Affidavits and Prosecution Statement.** An owner of a convenience store shall execute a trespass affidavit, and statement of prosecution on a form provided by the El Paso Police Department, that authorizes the El Paso Police Department to enforce, on behalf of the owner, all applicable trespass laws on the premises of the convenience store. A true and correct copy of the trespass affidavit must be posted at the convenience store in a manner and location so that it is clearly visible to the public at all times.

Section 5.18.110 Severability

- A. This Ordinance and each section and provision of said Ordinance hereunder, are hereby declared to be independent divisions and subdivisions and, notwithstanding any other evidence of legislative intent, it is hereby declared to be the controlling legislative intent

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that if any provisions of said Ordinance, or the application thereof to any person or circumstance is held to be invalid, the remaining sections or provisions and the application of such sections and provisions to any person or circumstances other than those to which it is held invalid, shall not be affected thereby, and it is hereby declared that such sections and provisions would have been passed independently of such section or provision so known to be invalid. Should any procedural aspect of this Ordinance be invalidated, such invalidation shall not affect the enforceability of the substantive aspects of this Ordinance.

Section 3. Except as expressly amended herein, all other provisions of Title 5 (Business Licenses and Permit Regulations) of the El Paso City Code shall remain in full force and effect.

Section 4. Title 5, Chapter 5.18 Convenience Store Regulation shall take effect June 7, 2022.

PASSED AND APPROVED this _____ day of _____, 2021.


THE CITY OF EL PASO

Oscar Leaser
Mayor

ATTEST:

Laura Prine
City Clerk

APPROVED AS TO FORM:



Eric Gutierrez
Assistant City Attorney

APPROVED AS TO CONTENT:



Gregory Allen
Chief of Police

Ordinance No. _____



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 21-1329, **Version:** 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Streets and Maintenance, Alfredo Austin, (915) 212-0118

AGENDA LANGUAGE:

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

An Ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.04 (General provisions and definitions), Section 12.04.040 (Bicycle) of the City Code, to amend, in its entirety, the definition of "Bicycle".

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

AGENDA DATE: November 23, 2021

PUBLIC HEARING DATE: December 7, 2021

CONTACT PERSON(S) NAME AND PHONE NUMBER: Alfredo Austin, Bicycle Program Coordinator,
(915) 212-7002

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: 2 – Set the standard for a safe and secure city
7 – Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL: 2.4 – Improve motorists safety and traffic management solutions
7.3 – Enhance a regional comprehensive transportation system

SUBJECT:

Amending Title 12 (Vehicles and Traffic), Chapter 12.04 (General provisions and definitions), Section 12.04.040 (Bicycle) of the City Code, to amend, in its entirety, the definition of "Bicycle".

BACKGROUND / DISCUSSION:

District 3 Representative, Casandra Hernandez, has requested that an ordinance be drafted amending Title 12 (Vehicles and Traffic), Chapter 12.04 (General Provisions and Definitions), Section 12.04.040 (Bicycle) to reflect changes made to the Texas Transportation Code under H.B No. 3665.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A


HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Streets and Maintenance

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

 11-16-21

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.04 (GENERAL PROVISIONS AND DEFINITIONS), SECTION 12.04.040 (BICYCLE) OF THE CITY CODE, TO AMEND, IN ITS ENTIRETY, THE DEFINITION OF “BICYCLE”.

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

SECTION 1. That Title 12 (Vehicles and Traffic), Chapter 12.04 (General Provisions and Definitions), Section 12.04.040 (Bicycle), is hereby amended, in its entirety, as follows:

“Bicycle” means a device, excluding a moped, that is capable of being ridden solely using human power and has either:

- A. two tandem wheels at least one of which is more than 14 inches in diameter;
- B. three wheels, two of which are in parallel, and at least one of the three wheels is more than 14 inches in diameter; or
- C. any number of wheels and adaptive technology that allows the device to be ridden by a person with a disability.

SECTION 2. Except as herein amended, Title 12 of the City Code remains in full force and effect.

ADOPTED this ____ day of _____, 2021.

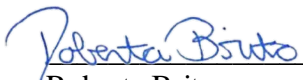
CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:

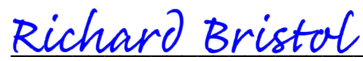
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:



Richard Bristol, Director
Streets and Maintenance Department



Ordinance Amendment 12.04.040 – Definition of “Bicycle”

Alfredo Austin, Bicycle Program Coordinator

1st Reading – November 23rd, 2021

Public Hearing – December 7th, 2021

All Districts





Goal 2 – SET THE STANDARD FOR A SAFE AND SECURE CITY

2.4 Improve motorist safety and traffic management solutions

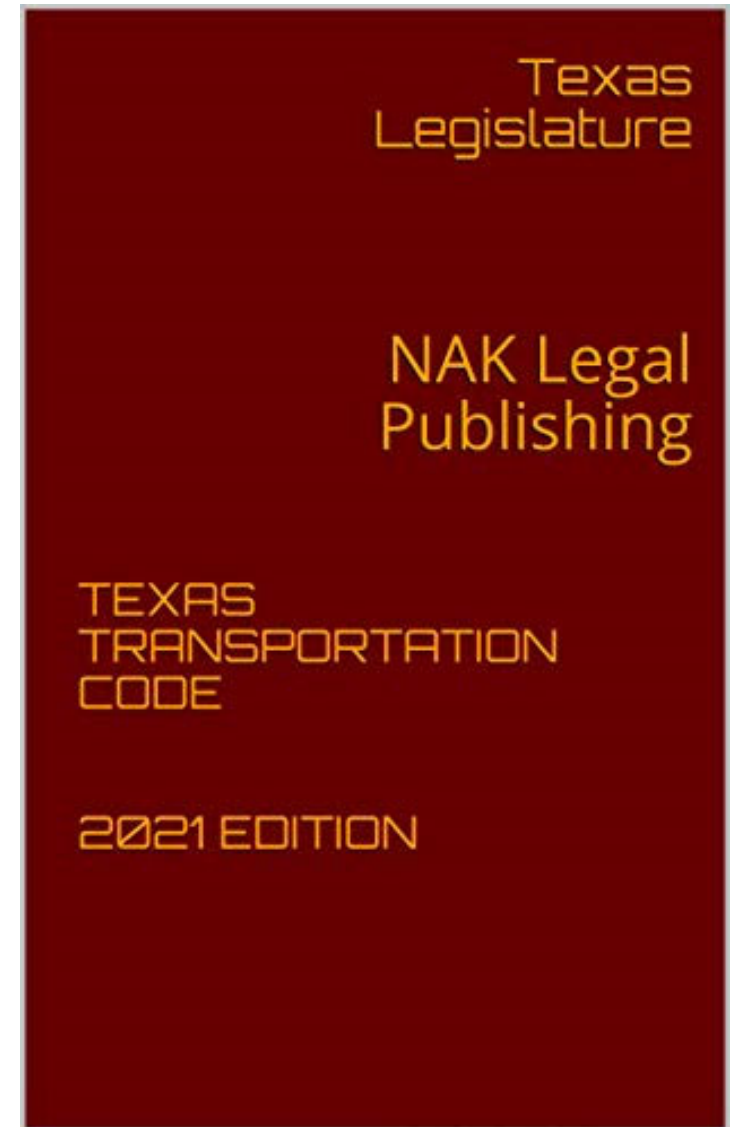
Goal 7 – ENHANCE AND SUSTAIN EL PASO'S INFRASTRUCTURE NETWORK

7.3 – implement improvements and activate programming that
support and promote multimodal transportation (2.0)



Texas Transportation Code

- Updated September 1, 2021
- Title 7.C.541.201.2.A-C
- Acts 2021, 87th Leg., R.S., Ch. 721 (H.B. [3665](#)), Sec. 1, eff. September 1, 2021.



Ordinance Amendment – [12.04.040](#) - Definition of “Bicycle”

Amend:

"Bicycle" means every device propelled by human power upon which any person may ride, having two tandem wheels either of which is more than fourteen inches in diameter.

To Read:

"Bicycle" means a device, excluding a moped, that is capable of being ridden solely using human power and has either:

(A) two tandem wheels at least one of which is more than 14 inches in diameter;

(B) three wheels, two of which are in parallel, and at least one of the three wheels is more than 14 inches in diameter; or

(C) any number of wheels and adaptive technology that allows the device to be ridden by a person with a disability.



Mission

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



Values

Integrity, **R**espect, **E**xcellence,
Accountability, **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,
Responsabilidad, **P**ersonas

Visión

Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño





Legislation Text

File #: 21-1314, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 2

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

Planning and Inspections, Armida R. Martinez, (915) 212-1605

AGENDA LANGUAGE:

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

An Ordinance vacating a portion of City Right-of-Way over a portion of San Jose Street, Highland Park Addition Amended Map, City of El Paso, El Paso County, Texas.

Subject Property: East of Cotton St. and North of Murchison Dr.

Applicant: Scenic View Townhomes LLC, Patricia Mendoza and City of El Paso, SURW20-00004

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

AGENDA DATE: November 23, 2021
PUBLIC HEARING DATE: December 7, 2021

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Armida R. Martinez, (915) 212-1605

DISTRICT(S) AFFECTED: District 2

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance vacating a portion of City Right-of-Way over a portion of San Jose Street, Highland Park Addition Amended Map, City of El Paso, El Paso County, Texas;

Subject Property: East of Cotton St. and North of Murchison Dr.

Applicant: Scenic View Townhomes LLC, Patricia Mendoza and City of El Paso, SURW20-00004

BACKGROUND / DISCUSSION:

The request is to vacate 0.2411 acres of San Jose Street. The area to be vacated is requested for development of the site. The subject property was platted in 1923 and has remained unimproved. City Plan Commission recommended 6 to 0 to approve the proposed right-of-way vacation on March 25, 2021. The Planning Division received one call and two emails of inquiry, along with one call in opposition to the vacation request.

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

ORDINANCE NO. _____

AN ORDINANCE VACATING A PORTION OF CITY RIGHT-OF-WAY OVER A PORTION OF SAN JOSE STREET, HIGHLAND PARK ADDITION AMENDED MAP, CITY OF EL PASO, EL PASO COUNTY, TEXAS

WHEREAS, the abutting property owners have requested vacation of the City right-of-way located on a parcel of land being a portion of San Jose Street, Highland Park Addition Amended Map, City of El Paso, El Paso County, Texas; and,

WHEREAS, after public hearing the City Plan Commission recommended that a portion of San Jose Street, Highland Park Addition Amended Map, City of El Paso, El Paso County, Texas, should be vacated and the City Council finds that said portion of right-of-way is not needed for public use and should be vacated as recommended;

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

That a determination has been made that it is in the best interest of the public that the City Right-of-Way located on the property described as a portion of San Jose Street, Highland Park Addition Amended Map, City of El Paso, El Paso County, Texas, and which is more fully described in the attached metes and bounds description, identified as Exhibit "A" and in the attached survey identified as Exhibit "B" and made a part hereof by reference is hereby vacated.

In addition, the City Manager is authorized to sign an instrument quitclaiming all of the City's right, title and interest in and to such vacated property to Scenic View Townhomes, LLC., Patricia Mendoza and City of El Paso.

ADOPTED this _____ day of _____, 20__.

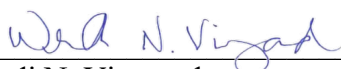
THE CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

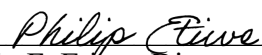
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etlwe, Director
Planning & Inspections Department

(Quitclaim Deed on following page)

EXHIBIT A

A Portion of San Jose Street,
Highland Park Addition Amended Map,
City of El Paso, El Paso County, Texas,
September 17, 2020

METES AND BOUNDS DESCRIPTION

(70' x 150') of San Jose Street
Exhibit "A"

FIELD NOTE DESCRIPTION of a portion of San Jose Street, Highland Park Addition Amended Map, City of El Paso, El Paso County, Texas, being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a found 5/8" rebar at the southwest boundary corner of Lot 16, Block 47, Highland Park Addition Amended Map, same being the easterly right-of-way line of Cotton Avenue (70' R.O.W.) and northerly right-of-way line of San Jose Street (70' R.O.W.) and the **POINT OF BEGINNING** of the herein described parcel;

THENCE, leaving said easterly right-of-way line of Cotton Avenue and along the northerly right-of-way line of San Jose Street, South 90°00'00" East, a distance of 150.00 feet to a point for corner at the common boundary corner of Lots 10 and 11;

THENCE, leaving said northerly right-of-way of San Jose Street, South 00°00'00" West, a distance of 70.00 feet to a point for corner at the southerly right-of-way line of San Jose Street and the common boundary corner of Lots 26 and 27, Block 42;

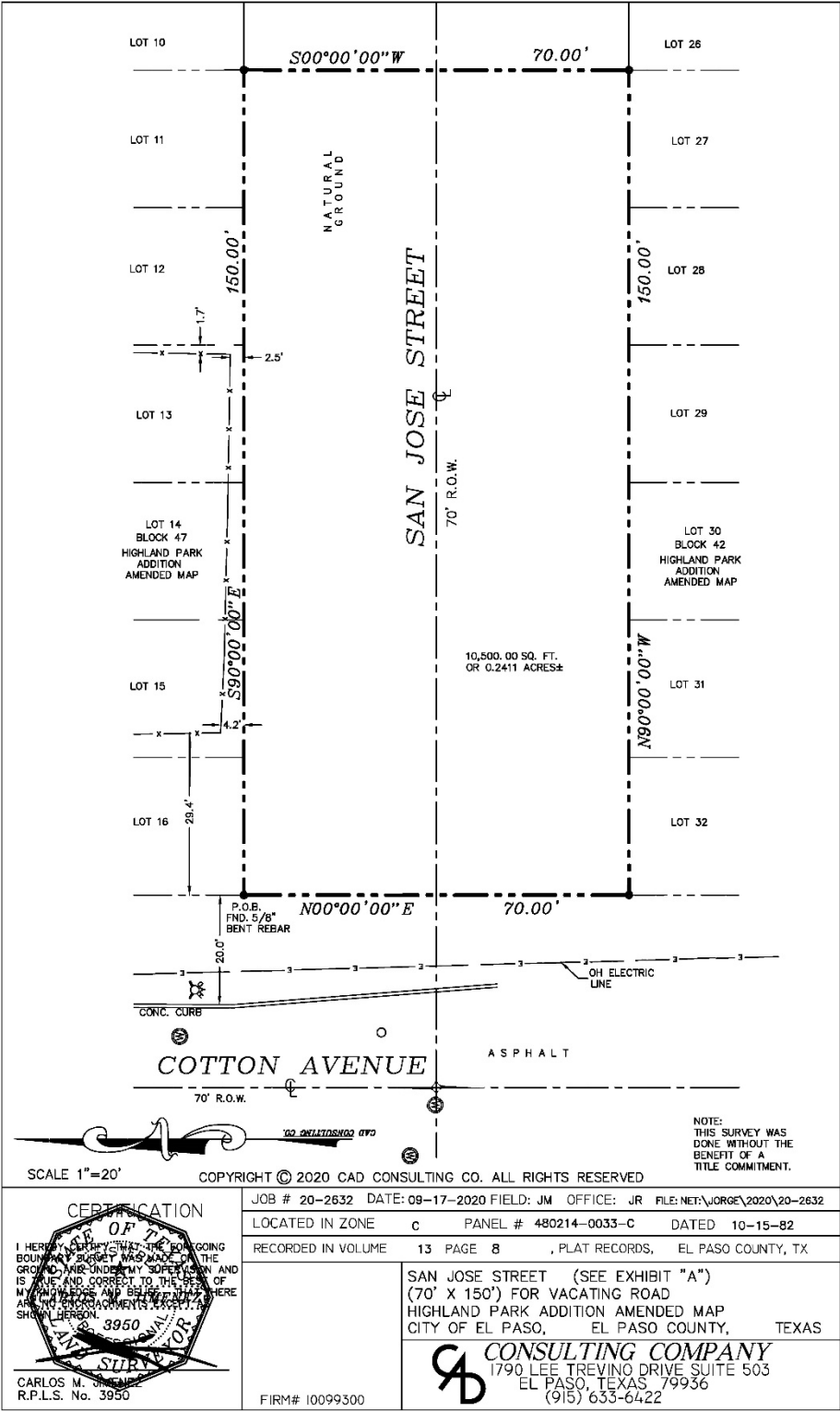
THENCE, leaving said common boundary corner of Lots 26 and 27, and along the southerly right-of-way line of San Jose Street, North 90°00'00" West, a distance of 150.00 feet to a point for corner at the easterly right-of-way line of Cotton Avenue and the northwest boundary corner of Lot 32;

THENCE, leaving said northwest boundary corner of Lot 32, North 00°00'00" East, a distance of 70.00 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 10,500.00 square feet or 0.2411 acres of land more or less.

CAD Consulting Co.
1790 Lee Trevino Drive, Suite 503
El Paso, Texas 79936
(915) 633-6422
I:\M&B\2020\20-2632_San Jose Street



EXHIBIT B



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS }
 }
COUNTY OF EL PASO }

QUITCLAIM DEED

That in consideration of the receipt by the **CITY OF EL PASO** of TEN DOLLARS (\$10.00) and other valuable consideration, the sufficiency of which is acknowledged, **THE CITY OF EL PASO**, has released and quitclaimed and by these presents does release and quitclaim unto Scenic View Townhomes, LLC (the "Grantee"), all its rights, title interest, claim and demand in and to the property which was vacated, closed and abandoned by Ordinance No. _____, passed and approved by the City Council of the City of El Paso and described as **A PORTION OF SAN JOST STREET, HIGHLAND PARK ADDITION AMENDED MAP, CITY OF EL PASO, EL PASO COUNTY, TEXAS**, which is more fully described in the attached metes and bounds description, identified as Exhibit "A" and in the attached survey identified as Exhibit "B" and made a part hereof by reference.

WITNESS the following signatures and seal this _____ day of _____, 20__.

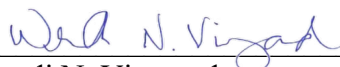
CITY OF EL PASO

ATTEST:

Tomás González, City Manager

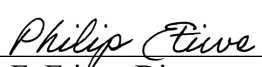
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning and Inspections Department

(Acknowledgement on following page)

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

 This instrument is acknowledged before me on this _____ day of _____, 20____,
by Tomás González, as City Manager for the CITY OF EL PASO.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

AFTER FILING RETURN TO:
Scenic View Townhomes LLC
3518 Durazno Ave.
El Paso, Texas 79905

EXHIBIT A

A Portion of San Jose Street,
Highland Park Addition Amended Map,
City of El Paso, El Paso County, Texas,
June 16, 2021

METES AND BOUNDS DESCRIPTION

A Portion of San Jose Street
Exhibit "E"

FIELD NOTE DESCRIPTION of a portion of San Jose Street, Highland Park Addition Amended Map, City of El Paso, El Paso County, Texas, being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a found 5/8" rebar at the southwest boundary corner of Lot 16, Block 47, Highland Park Addition Amended Map, same being the easterly right-of-way line of Cotton Avenue (70' R.O.W.) and northerly right-of-way line of San Jose Street (70' R.O.W.) and the **POINT OF BEGINNING** of the herein described parcel;

THENCE, leaving said easterly right-of-way line of Cotton Avenue and along the northerly right-of-way line of San Jose Street, South 90°00'00" East, a distance of 150.00 feet to a Set ½ iron rebar for corner at the common boundary corner of Lots 10 and 11;

THENCE, leaving said northerly right-of-way of San Jose Street, South 00°00'00" West, a distance of 35.00 feet to a Set ½ iron rebar for corner at the center right-of-way line of San Jose Street;

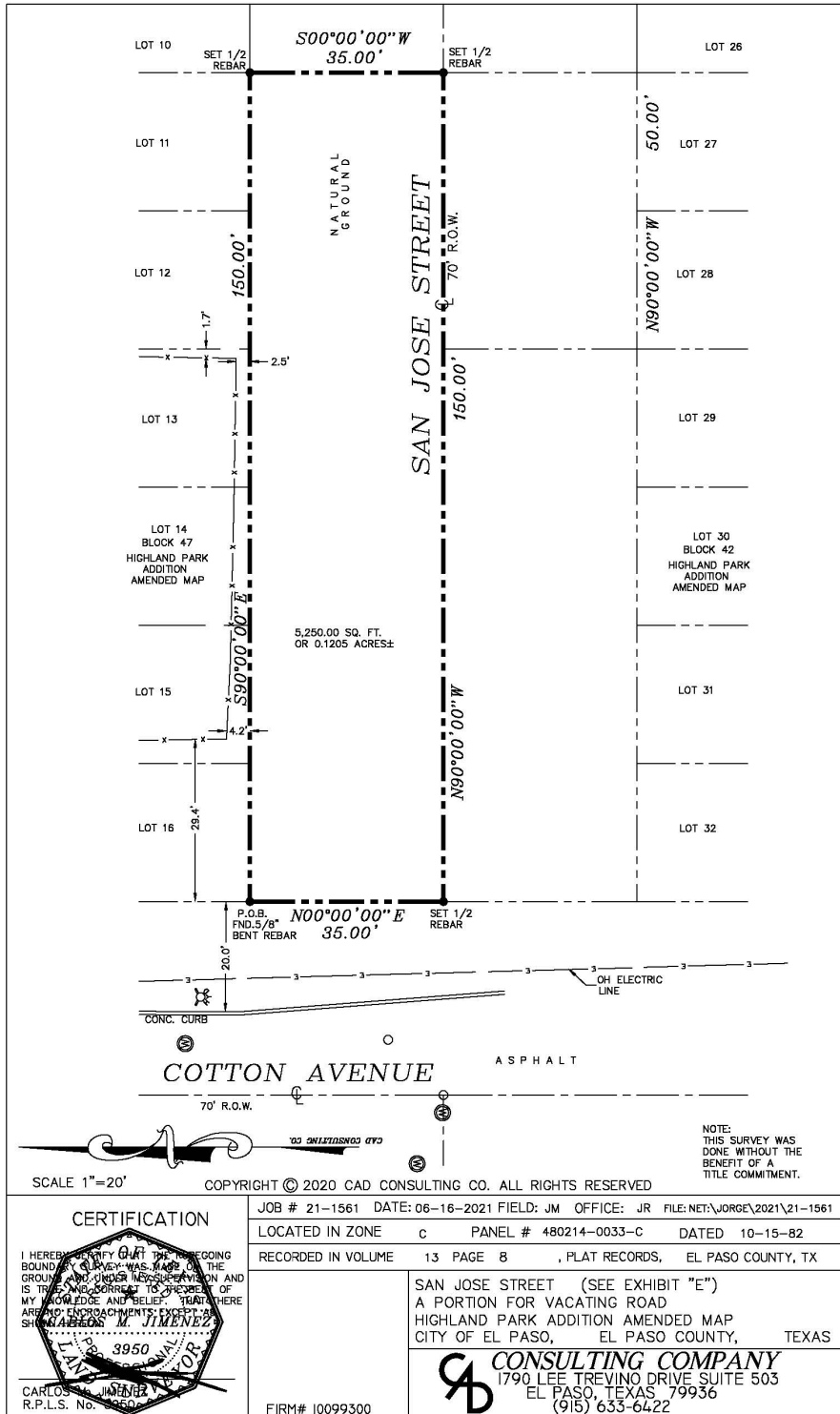
THENCE, along said center right-of-way line of San Jose Street, North 90°00'00" West, a distance of 150.00 feet to a Set ½ iron rebar for corner at the easterly right-of-way line of Cotton Avenue;

THENCE, along the easterly right-of-way line of Cotton Avenue, North 00°00'00" East, a distance of 35.00 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 5,250.00 square feet or 0.1205 acres of land more or less.

CAD Consulting Co.
1790 Lee Trevino Drive, Suite 309
El Paso, Texas 79936
(915) 633-6422
I:\M&B\2020\21-1561_San Jose Street (E)



EXHIBIT B



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS }
 }
COUNTY OF EL PASO }

QUITCLAIM DEED

That in consideration of the receipt by the **CITY OF EL PASO** of TEN DOLLARS (\$10.00) and other valuable consideration, the sufficiency of which is acknowledged, **THE CITY OF EL PASO**, has released and quitclaimed and by these presents does release and quitclaim unto Patricia Mendoza (the "Grantee"), all its rights, title interest, claim and demand in and to the property which was vacated, closed and abandoned by Ordinance No. _____, passed and approved by the City Council of the City of El Paso and described as **A PORTION OF SAN JOSE STREET, HIGHLAND PARK ADDITION AMENDED MAP, CITY OF EL PASO, EL PASO COUNTY, TEXAS**, which is more fully described in the attached metes and bounds description, identified as Exhibit "A" and in the attached survey identified as Exhibit "B" and made a part hereof by reference.

WITNESS the following signatures and seal this _____ day of _____, 20__.

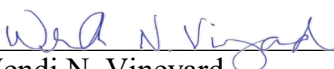
CITY OF EL PASO:

ATTEST:

Tomás González, City Manager

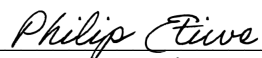
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etlwe, Director
Planning and Inspections Department

(Acknowledgement on following page)

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

 This instrument is acknowledged before me on this ____ day of _____, 20__,
by Tomás González, as City Manager for the CITY OF EL PASO.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

AFTER FILING RETURN TO:

Patricia Mendoza
1330 Cotton
El Paso, Texas 79930

EXHIBIT A

A Portion of San Jose Street,
Highland Park Addition Amended Map,
City of El Paso, El Paso County, Texas,
May 3, 2021

METES AND BOUNDS DESCRIPTION

A Portion of San Jose Street
Exhibit "C"

FIELD NOTE DESCRIPTION of a portion of San Jose Street, Highland Park Addition Amended Map, City of El Paso, El Paso County, Texas, being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a found 5/8" rebar at the southwest boundary corner of Lot 16, Block 47, Highland Park Addition Amended Map, same being the easterly right-of-way line of Cotton Avenue (70' R.O.W.) and northerly right-of-way line of San Jose Street (70' R.O.W.); **THENCE**, leaving the northerly right-of-way line of San Jose Street, South 90°00'00" East, a distance of 35.00 feet to a Set ½ inch iron rod for corner along the center right-of-way line of San Jose Street and the **POINT OF BEGINNING** of the herein described parcel;

THENCE, along said center right-of-way line of San Jose Street, South 90°00'00" East, a distance of 100.00 feet to a Set ½ inch iron rod for corner;

THENCE, leaving said center right-of-way line of San Jose Street, South 00°00'00" West, a distance of 35.00 feet to a Set ½ inch iron rod for corner at the common boundary corner of Lots 28 and 29;

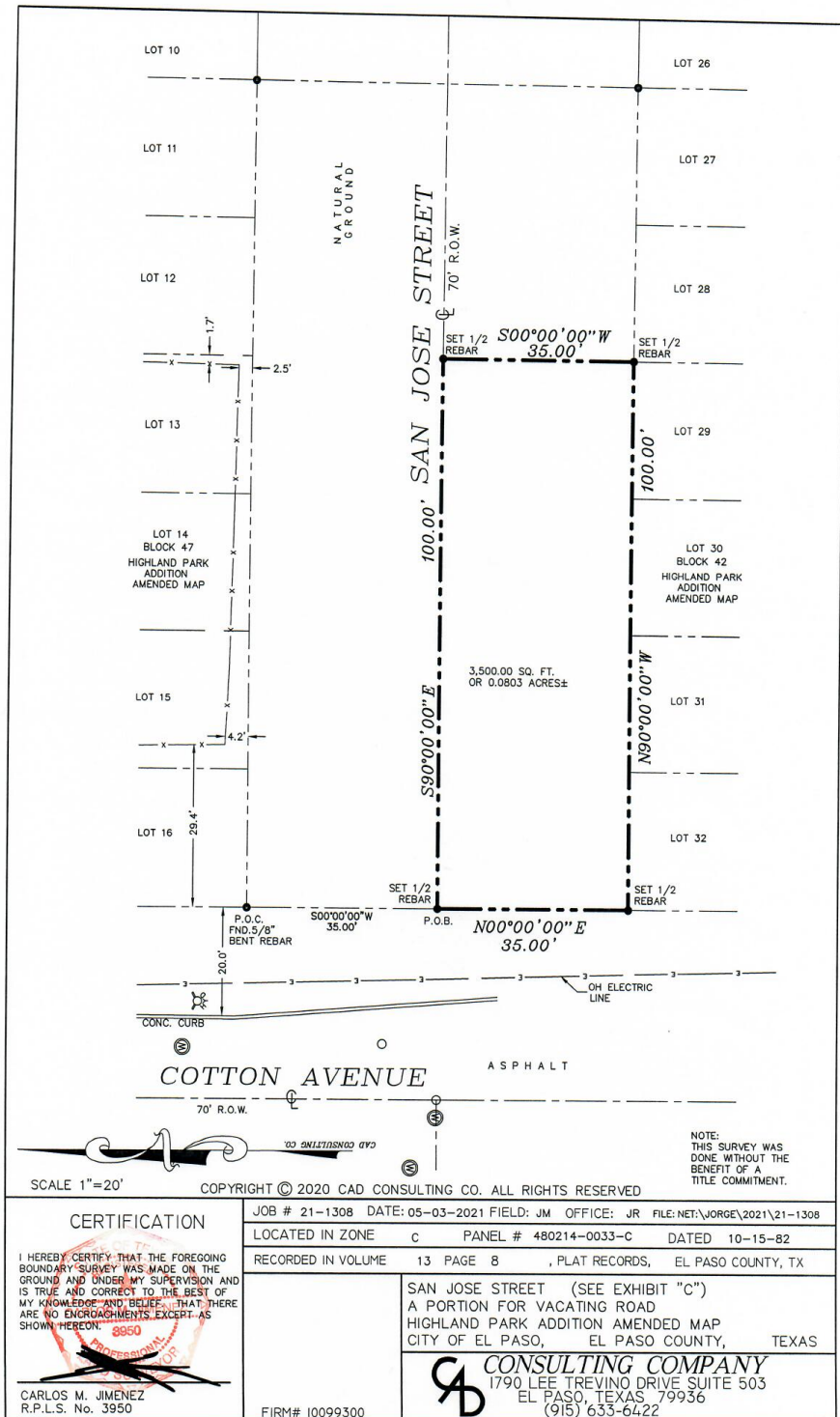
THENCE, along said southerly right-of-way of San Jose Street, North 90°00'00" West, a distance of 100.00 feet to a Set ½ inch iron rod for corner at the easterly right-of-way line of Cotton Avenue and the common boundary corner of Lot 32, Block 42;

THENCE, along the easterly right-of-way line of Cotton Avenue, North 00°00'00" East, a distance of 35.00 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 3,500.00 square feet or 0.0803 acres of land more or less.

CAD Consulting Co.
1790 Lee Trevino Drive, Suite 309
El Paso, Texas 79936
(915) 633-6422
I:\M&B\2020\21-1308_San Jose Street Exhibit C



EXHIBIT B



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS }
 }
COUNTY OF EL PASO }

QUITCLAIM DEED

That in consideration of the receipt by the **CITY OF EL PASO** of TEN DOLLARS (\$10.00) and other valuable consideration, the sufficiency of which is acknowledged, **THE CITY OF EL PASO**, has released and quitclaimed and by these presents does release and quitclaim unto El Paso Water (the "Grantee"), all its rights, title interest, claim and demand in and to the property which was vacated, closed and abandoned by Ordinance No. _____, passed and approved by the City Council of the City of El Paso and described as **A PORTION OF SAN JOSE STREET, HIGHLAND PARK ADDITION AMENDED MAP, CITY OF EL PASO, EL PASO COUNTY, TEXAS**, which is more fully described in the attached metes and bounds description, identified as Exhibit "A" and in the attached survey identified as Exhibit "B" and made a part hereof by reference.

WITNESS the following signatures and seal this _____ day of _____, 20__.

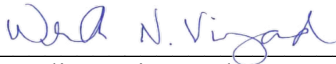
CITY OF EL PASO:

ATTEST:

Tomás González, City Manager

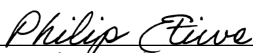
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning and Inspections Department

(Acknowledgement on following page)

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

 This instrument is acknowledged before me on this ____ day of _____, 20__,
by Tomás González, as City Manager for the CITY OF EL PASO.

Notary Public, State of Texas
Notary's Printed or Typed Name:

My Commission Expires:

AFTER FILING RETURN TO:

City of El Paso – El Paso Water
1154 Hawkins Blvd.
El Paso, Texas 79925

EXHIBIT A

A Portion of San Jose Street,
Highland Park Addition Amended Map,
City of El Paso, El Paso County, Texas,
June 16, 2021

METES AND BOUNDS DESCRIPTION

A Portion of San Jose Street
Exhibit "D"

FIELD NOTE DESCRIPTION of a portion of San Jose Street, Highland Park Addition Amended Map, City of El Paso, El Paso County, Texas, being more particularly described by metes and bounds as follows:

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THENCE, leaving said center right-of-way of San Jose Street, South 00°00'00" West, a distance of 35.00 feet to a Set ½ iron rebar for corner at the southerly right-of-way line of San Jose Street and the common boundary corner of Lots 26 and 27, Block 42;

THENCE, leaving said common boundary corner of Lots 26 and 27, and along the southerly right-of-way line of San Jose Street, North 90°00'00" West, a distance of 50.00 feet to a Set ½ iron rebar for corner along the southerly right-of-way line of San Jose Street and the common boundary corner of Lots 28 and 29;

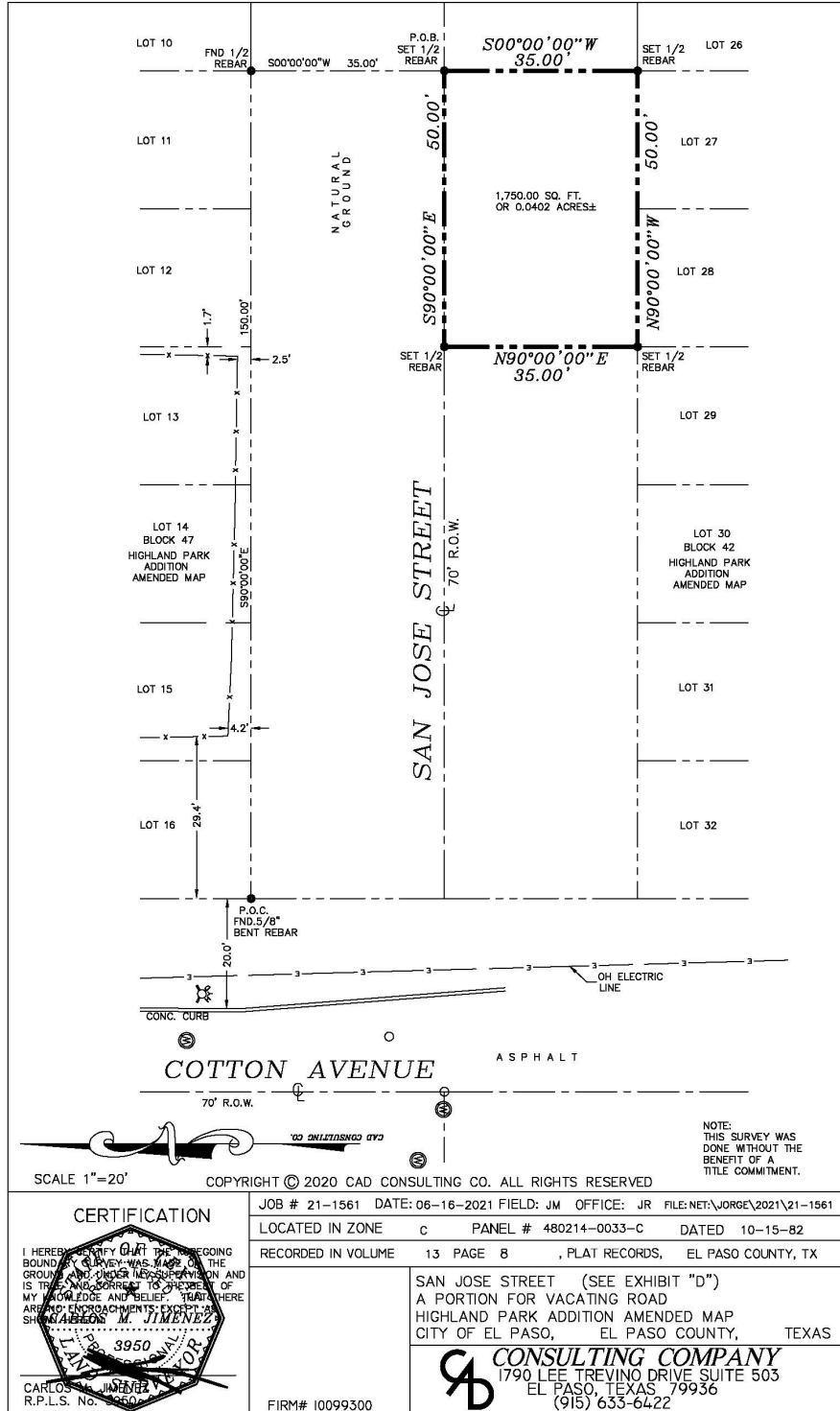
THENCE, leaving said common boundary corner of Lots 28 and 29 same being the southerly right-of-way line of San Jose Street, North 90°00'00" East, a distance of 35.00 feet to a Set ½ iron rebar for corner along the center right-of-way line of San Jose Street;

THENCE, along the center right-of-way line of San Jose Street, South 90°00'00" East, a distance of 50.00 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 1,750.00 square feet or 0.0402 acres of land more or less.

CAD Consulting Co.
1790 Lee Trevino Drive, Suite 309
El Paso, Texas 79936
(915) 633-6422
I:\M&B\2020\21-1561_San Jose Street (D)



EXHIBIT B



San Jose Right-of-Way Vacation

City Plan Commission — March 25, 2021 **REVISED**



CASE NUMBER/TYPE: SURW20-00004 – RIGHT-OF-WAY VACATION
CASE MANAGER: Armida R. Martinez, (915) 212-1605, martinezar@elpasotexas.gov
PROPERTY OWNER: City of El Paso
REPRESENTATIVE: Mancera Group
LOCATION: East of Cotton St. and North of Murchison Dr. (District 2)
PROPERTY AREA: 0.2411 acres
ZONING DISTRICT(S): A-2/sc (Apartments/special contact)
PUBLIC INPUT: Staff received one phone call and two emails of inquiry regarding this request and one call in opposition to the vacation request.

SUMMARY OF RECOMMENDATION: Staff recommends **APPROVAL** of San Jose Right-of-Way vacation.

San Jose Right-of-Way Vacation

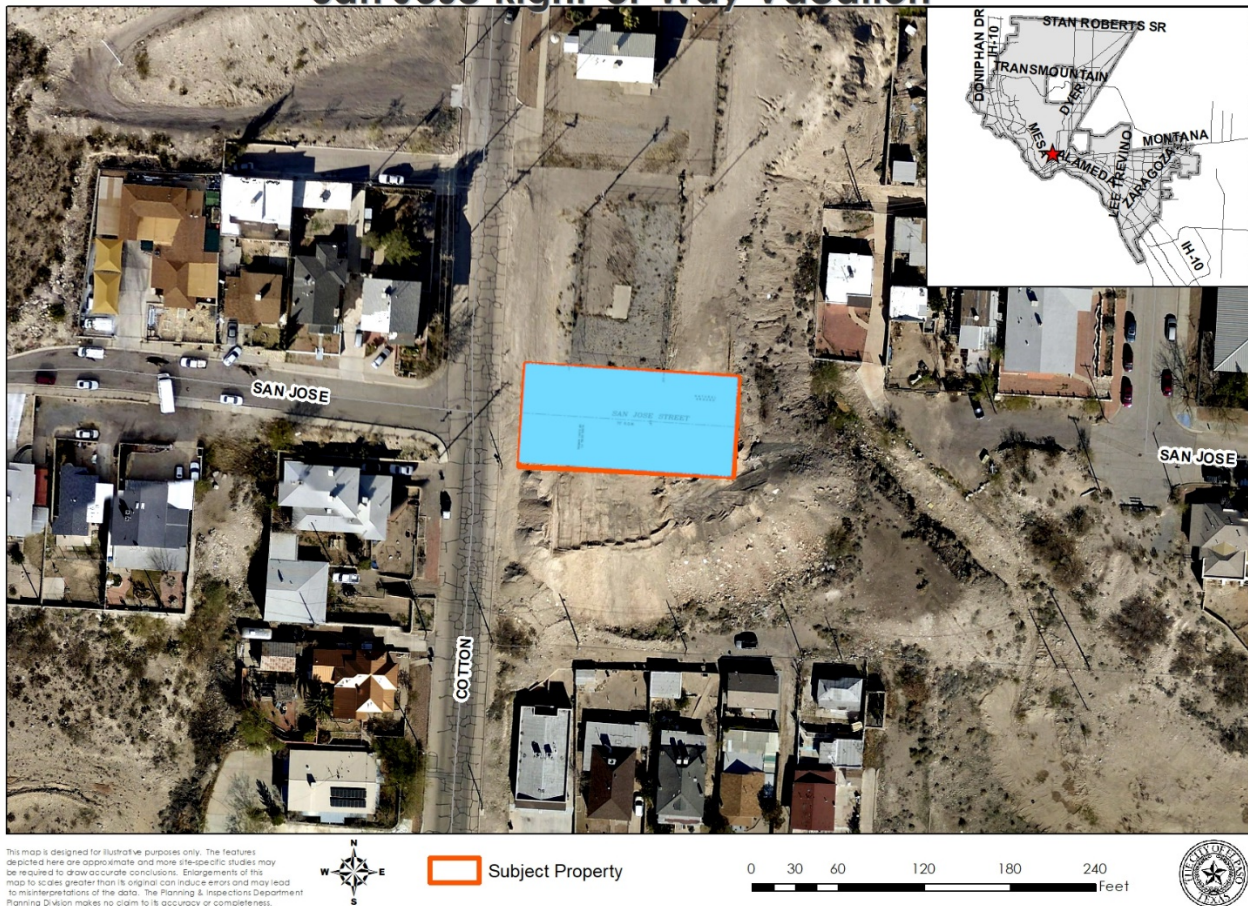


Figure A: Proposed plat with surrounding area

DESCRIPTION OF REQUEST: The applicant is requesting to vacate a 0.2411 acres of San Jose Street. The area to be vacated is requested for development of the site. The subject property is unimproved and has remained as such since the platting of the property in 1923.

CASE HISTORY/RELATED APPLICATIONS: N/A

NEIGHBORHOOD CHARACTER: Surrounding neighborhood characteristics are identified in the following table.

Surrounding Zoning and Use	
North	A-2/sc and R-5 (Apartments/special contract and Residential) Residential development
South	A-2/sc and R-5 (Apartments/special contract and Residential) / Vacant
East	R-5 (Residential) / Residential development
West	R-5 (Residential) / Residential development
Nearest Public Facility and Distance	
Park	Scenic Drive (0.12 miles)
School	Paul C. Moreno Elementary (0.04 miles)
Plan El Paso Designation	
G2, Traditional Neighborhood (Walkable)	
Impact Fee Service Area	
N/A	

PUBLIC COMMENT: Notices of the proposed right-of-way vacation were sent on March 11, 2021 to all property owners within 200 feet of the subject property. As of March 25, 2021, staff has received one phone call and two emails of inquiry regarding this request and one phone call in opposition to the vacation request.

CITY PLAN COMMISSION OPTIONS:

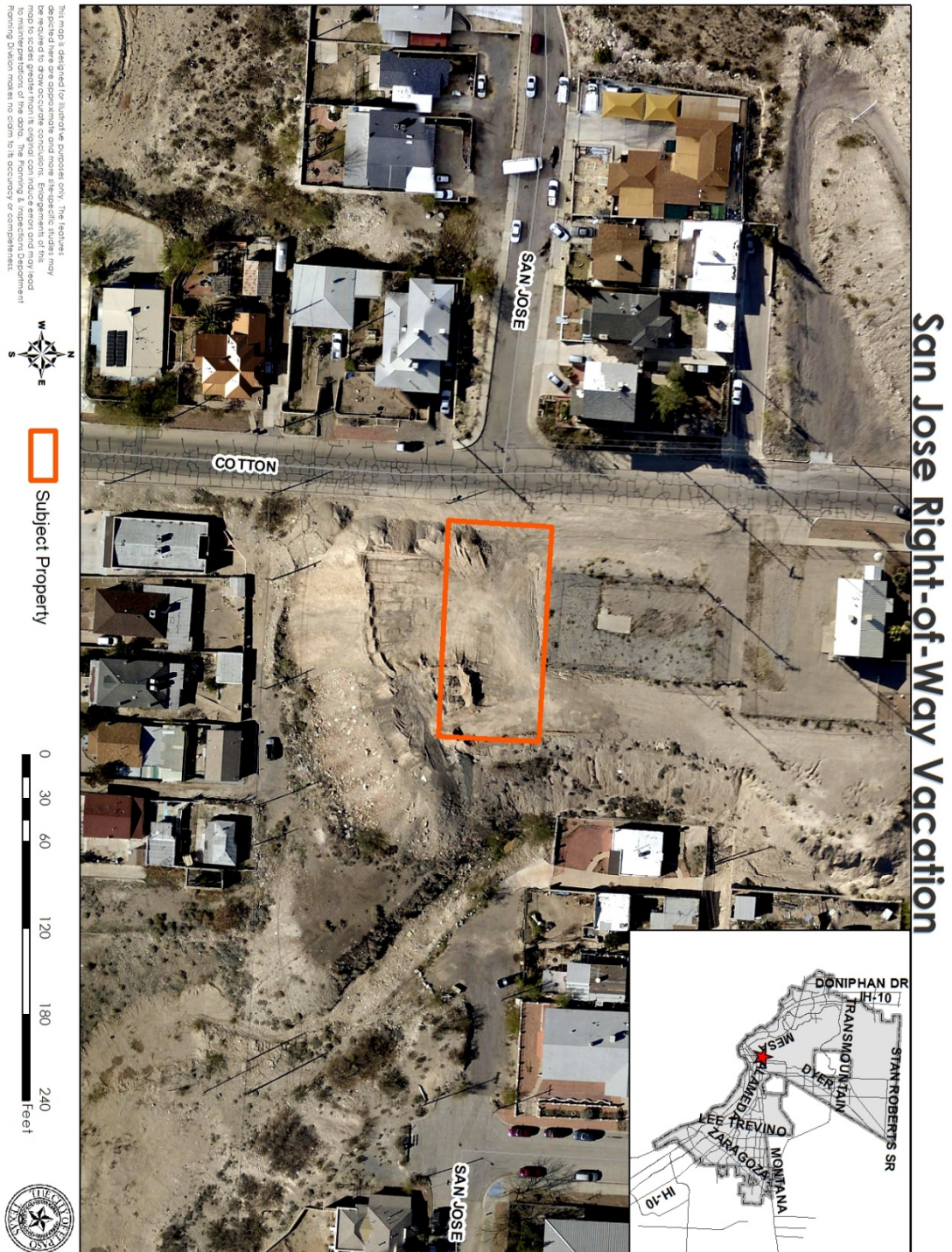
The City Plan Commission has the authority to advise City Council on right-of-way vacation requests. When a request is brought forward to the CPC for review, the Commission may take any of the following actions:

1. **Recommend Approval:** The CPC finds that the proposed vacation request is in conformance with all applicable requirements of Title 19 of the El Paso City Code. (Staff Recommendation)
2. **Recommend Approval with Conditions:** The CPC may recommend that City Council impose additional conditions on approval of the request that bring the request into conformance with all applicable requirements of Title 19 of the El Paso City Code.
3. **Recommend Denial:** The CPC finds that the proposed request is not in conformance with all applicable requirements of Title 19 of the El Paso City Code.

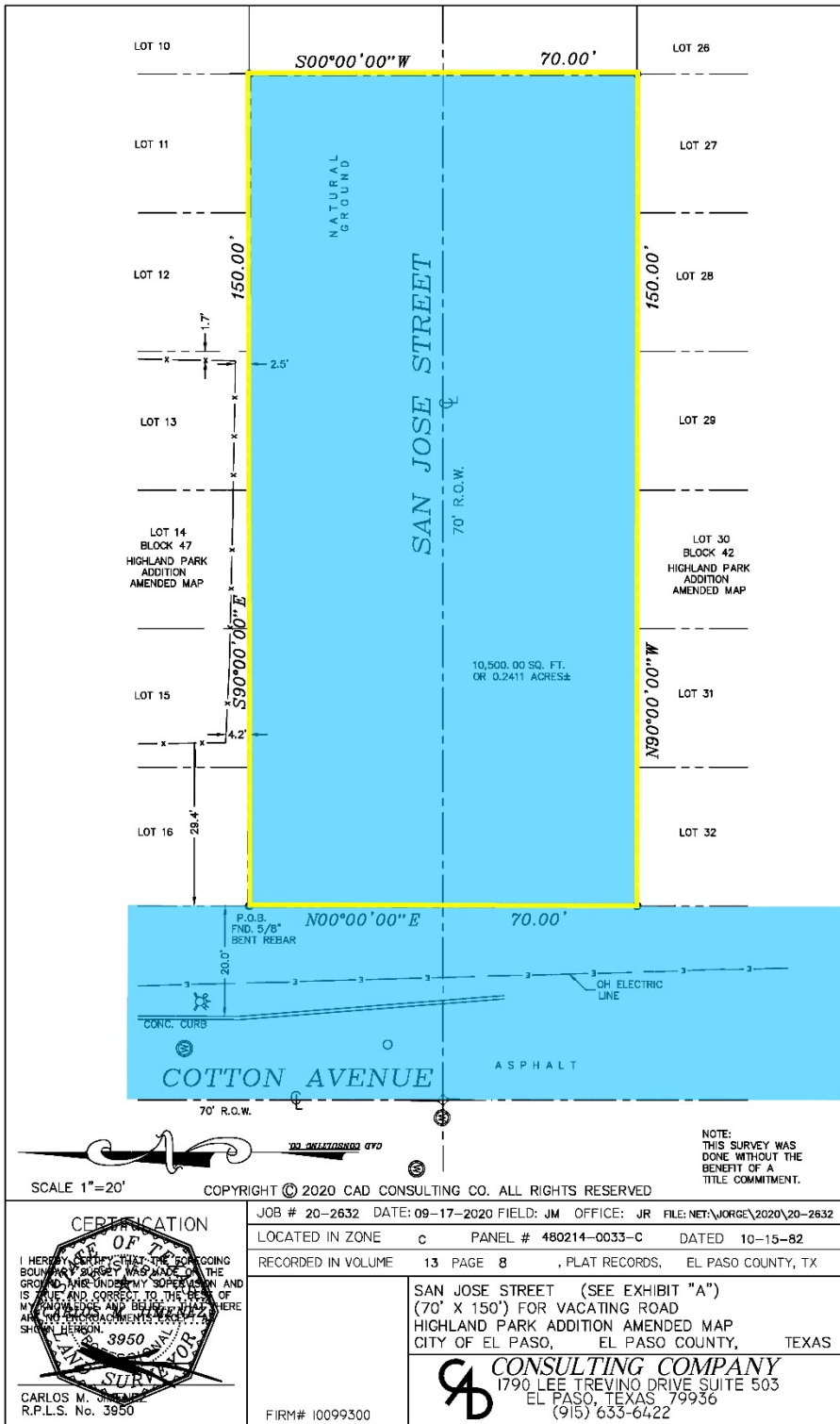
ATTACHMENTS:

1. Aerial Map
2. Survey
3. Metes and Bounds Description
4. Application
5. Letter of Inquiry
6. Department Comments

ATTACHMENT 1



ATTACHMENT 2



ATTACHMENT 3

A Portion of San Jose Street,
Highland Park Addition Amended Map,
City of El Paso, El Paso County, Texas,
September 17, 2020

METES AND BOUNDS DESCRIPTION (70' x 150') of San Jose Street Exhibit "A"

FIELD NOTE DESCRIPTION of a portion of San Jose Street, Highland Park Addition Amended Map, City of El Paso, El Paso County, Texas, being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a found 5/8" rebar at the southwest boundary corner of Lot 16, Block 47, Highland Park Addition Amended Map, same being the easterly right-of-way line of Cotton Avenue (70' R.O.W.) and northerly right-of-way line of San Jose Street (70' R.O.W.) and the **POINT OF BEGINNING** of the herein described parcel;

THENCE, leaving said easterly right-of-way line of Cotton Avenue and along the northerly right-of-way line of San Jose Street, South 90°00'00" East, a distance of 150.00 feet to a point for corner at the common boundary corner of Lots 10 and 11;

THENCE, leaving said northerly right-of-way of San Jose Street, South 00°00'00" West, a distance of 70.00 feet to a point for corner at the southerly right-of-way line of San Jose Street and the common boundary corner of Lots 26 and 27, Block 42;

THENCE, leaving said common boundary corner of Lots 26 and 27, and along the southerly right-of-way line of San Jose Street, North 90°00'00" West, a distance of 150.00 feet to a point for corner at the easterly right-of-way line of Cotton Avenue and the northwest boundary corner of Lot 32;

THENCE, leaving said northwest boundary corner of Lot 32, North 00°00'00" East, a distance of 70.00 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 10,500.00 square feet or 0.2411 acres of land more or less.

CAD Consulting Co.
1790 Lee Trevino Drive, Suite 503
El Paso, Texas 79936
(915) 633-6422
I:\M&B\2020\20-2632_San Jose Street



ATTACHMENT 4



VACATION PUBLIC EASEMENTS AND RIGHTS-OF-WAY APPLICATION

Date: September 22, 2020

File No. SURW20-00004

1. APPLICANTS NAME: Scenic View Townhomes, LLC
ADDRESS 3518 Durazno Ave. ZIP CODE 79905 TELEPHONE 915.850.0009
2. Request is hereby made to vacate the following: (check one)
Street ☒ Alley ☐ Easement ☐ Other ☐
Street Name(s) San Jose St. Subdivision Name Highland Park - Block 47
Abutting Blocks 47 and 42 Abutting Lots: On Block 47 Lots 11 to 16 and on Block 42 Lots 27 to 32
3. Reason for vacation request: Build Duplexes at 2101 San Jose. Applicant owns Lots 9-16 (11 total) on Block 47 yet Lots 9 and 10 are undevelopable. Across street to be vacated, 1330 Cotton, property is only developable land in Block 42. Owner also expressed interest in vacating street. Balance of block 42 is owned by PSB or City.
4. Surface Improvements located in subject property to be vacated:
None ☒ Paving ☐ Curb & Gutter ☐ Power Lines/Poles ☐ Fences/Walls ☐ Structures ☐ Other ☐
5. Underground Improvements located in the existing rights-of-way: Do not know
None ☐ Telephone ☐ Electric ☐ Gas ☐ Water ☐ Sewer ☐ Storm Drain ☐ Other ☐
6. Future use of the vacated right-of-way:
Yards ☒ Parking ☒ Expand Building Area ☐ Replat with abutting Land ☐ Other ☐ Ingress/Egress
7. Related Applications which are pending (give name or file number): None
Zoning ☐ Board of Adjustment ☐ Subdivision ☐ Building Permits ☐ Other ☐
8. Signatures: All owners of properties which abut the property to be vacated must appear below with an adequate legal description of the properties they own (use additional paper if necessary).

Signature	Legal Description	Telephone
<u>See Exhibit A</u>		

The undersigned Owner/Applicant/Agent understands that the processing of this Application will be handled in accordance with the procedure for Requesting Vacations and that no action on processing will be taken without payment of the non-refundable processing fee. It is further understood that acceptance of this application and fee in no way obligates the City to grant the Vacation. I/We further understand that the fee, if the Vacation is granted will be determined by the City of El Paso and a Certified or Cashier's Check must be presented before the request will be recommended for Council action.

The undersigned acknowledges that he or she is authorized to do so, and upon the City's request will provide evidence satisfactory to the City confirming these representations.

The granting of a vacation request shall not be construed to be a waiver of or an approval of any violation of any of the provisions of any applicable City ordinances.

OWNER SIGNATURE: [Signature]
REPRESENTATIVE (PHONE): Ray Mancera (915) 532-2444

REPRESENTATIVE SIGNATURE: [Signature]

REPRESENTATIVE (E-MAIL): Ray@ManceraGroup.com

NOTE: SUBMITTAL OF AN APPLICATION DOES NOT CONSTITUTE ACCEPTANCE FOR PROCESSING UNTIL THE PLANNING DEPARTMENT REVIEWS THE APPLICATION FOR ACCURACY AND COMPLETENESS.
Planning & Inspections Department

811 Texas | P.O. Box 1890 | El Paso, Texas 79950-1890 | (915) 212-0085

City of El Paso
300 N. Campbell St
El Paso, TX 79901

EXHIBIT A

Signature Page as required in:


VACATION PUBLIC EASEMENTS AND RIGHTS OF WAY APPLICATION

8. Signatures: All owners of properties which abut the property to be vacated must appear below with an adequate legal description of the properties they own (use additional paper if necessary).

Signature

Legal Description

Telephone

 John E. Balliew President / CEO	Lots 17 through 28, Block 42, Third Amended Map of Highland Park Addition, an Addition to the City of El Paso, El Paso County, Texas	(915) 594-5513
---	--	----------------

Return to:

Ray Mancera
1790 Lee Trevino, Suite 408
El Paso, TX 79936
(915) 532.2444
Ray@ManceraGroup.com

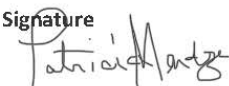
Patricia Y. Mendoza
1330 Cotton
El Paso, TX 79930

EXHIBIT A

Signature Page as required in:

VACATION PUBLIC EASEMENTS AND RIGHTS OF WAY APPLICATION

8. Signatures: All owners of properties which abut the property to be vacated must appear below with an adequate legal description of the properties they own (use additional paper if necessary).

Signature	Legal Description	Telephone
	Lots 29 through 32, Block 42, Third Amended Map of Highland Park Addition, an Addition to the City of El Paso, El Paso County, Texas	915-490-1057

Return to:
Ray Mancera
1790 Lee Trevino, Suite 408
El Paso, TX 79936
(915) 532.2444
Ray@ManceraGroup.com

ATTACHMENT 5

Eduardo Calderon
2029 San Jose Ave
El Paso Texas 79902

915-565-0286
eduardo9202@gmail.com

March 22nd 2021

Planning and Inspections
attn: Martinezar@elpasotexas.gov
801 Texas Ave
El Paso TX 79901

re:Public Notice on meeting March 25 2021 at 130pm
case:SURW20-0004 San Jose right of way vacation

Positives:

This parcel where you have your road assigned, but not developed, serves no purpose to develop as a road, as the cost is enormous (getting rid of 1000's tons of fill that has been added over the last 40 years (by the owners) plus possibly dealing with a massive retaining wall), the grade is too high, and the usage would be negligible,

Development makes sense, especially since it will bring in new taxes to our depleted city coffers.

Negatives:

The last work done on that land was in the last couple of years where 10 to 15 feet of fill was added mainly to the southern portion to increase the lot usage size (vs building a retaining wall).

1. Will this new fill continue to settle and ruin the development?
2. The alley below, which is used by the homes south of it has increased in height by about three feet of fill to encumber on the stone fences and pose a danger to the owners/renters. This needs to be rectified. Those living east of the lot may also have spillover issues.
3. This 1000's of tons of additional fill will continue to erode (possible runoffs) and cause problems for the people below (& east) and the construction project.

Solutions:

We need assurance that the settling of dirt is addressed in the owners' designs so any work to be done will not crack and cause devaluation and problems for our area.

The block below needs the safety and assurance that no runoffs will continue, perhaps by placing a solid retaining wall. The alley below needs the excess tonnage of fill to be cleared up as soon as possible.

If damage does happen with the existing illegal fill or in future collapses, water runoffs, and dirt/water erosions, the city could be liable for allowing this issue to not be addressed in preventive designs to keep this from happening. Will you lose leverage, once you vacate the street???

Sincerely

Eduardo Calderon

ATTACHMENT 6

Planning and Inspections Department- Planning Division

Developer / Engineer shall address the following comments:

1. Submit to the Planning & Inspections Department – Planning Division the following prior to recording of the subdivision:
 - a: Current certificate tax certificate(s)
 - b: Current proof of ownership.
 - c: Release of access document, if applicable.
 - d: Set of restrictive covenants, if applicable.
2. Every subdivision shall provide for postal delivery service. The subdivider shall coordinate the installation and construction with the United States Postal Service in determining the type of delivery service for the proposed subdivision. In all cases, the type and location of delivery service shall be subject to the approval of the United States Postal Service.
3. Provide a metes and bounds and survey for each property owner's proportionate share. They are required as part of the quitclaim deeds and ordinance.

Planning and Inspections Department- Land Development Division

We have reviewed subject plats and recommend Approval.

The Developer/Engineer shall address the following comments:

No objections to proposed street vacation.

EPWU Stormwater Comments:

EPWater-SW does not object to the vacation request provided the ground within City property is not filled.

Parks and Recreation Department

We have reviewed **San Jose Right of Way Easement Vacation** survey maps and on behalf of Parks & Recreation Department we offer "No" objections to this proposed easement vacation request.

Sun Metro

No objections.

Fire Department

Recommend approval.

Streets and Maintenance Department

No comment.

Capital Improvement Department

No comments received.

El Paso Water

We have reviewed the above referenced proposed vacation and provide the following comments:

El Paso Water does not object.

Based upon an investigation conducted by the El Paso Water, no sanitary sewer mains were found along San Jose Street immediately east of Cotton Street.

EPWater Records depict a six (6) inch diameter sanitary sewer main that transects Lots 30 and 31, Block 42, the Alley located between San Jose Street and Portland Street, east of Cotton Street, as well as Lot 15, Block 42, Highland Park Addition. However, based upon an investigation conducted by the El Paso Water, the existing six (6) inch sanitary sewer main was found plugged at approximately 15 feet north of the manhole located along Portland Street.

EPW-PSB Comments

Water:

EPWater Records do not depict existing water mains along San Jose Street between Cotton Street and Ohio Street.

Along Cotton Street between San Diego Avenue and Portland Street there is an existing six (6) inch diameter water main. This main is available for service.

Along the alley located between San Diego Street and San Jose Street there is an existing six (6) inch diameter water main. This main is available for service.

Previous water pressure readings conducted on fire hydrant number 633 located at the northeast corner of Cotton Street and San Jose Avenue have yielded a static pressure of 94 pounds per square inch (psi), residual pressure of 88 psi, discharge of 1,501 gallons per minute (gpm). Private water pressure regulating devices will be required at the discharge side of each water meter. The seller of the property / the Developer shall include in the sale of contract documents that the lot/home buyer shall acquire ownership of the above-described water pressure regulating devices to be located at the discharge side of the water meters. Additionally, the lot/home buyer shall be responsible for the operation and maintenance of the above-described water pressure regulating devices.

Sanitary Sewer:

Along Cotton Street between San Diego Avenue and Portland Street there is an existing eight (8) inch diameter sanitary sewer main. This main is available for service.

From the intersection of San Jose Street and Ohio Avenue along San Jose Street towards the west there is an existing eight (8) inch diameter sanitary sewer main. This main dead-ends approximately 160 feet west of Ohio Avenue. This main is available for service.

General

EPWater requires a new service application to initialize design of the water and sanitary sewer main extensions to serve the subject property. New service applications are available at 1154 Hawkins, 3rd Floor. The following items are required at the time of application: (1) hard copy of subdivision plat; (2) finalized set of street improvement plans, including storm sewer; (3) digital copy of subdivision plat; (4) benchmark check; and (5) construction schedule. Service will be provided in accordance with the current EPWater – PSB Rules and Regulations. The owner 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

For the proposed development at San Jose St. ROW Vacation, EPWater - Stormwater Engineering has the following comments:

1. EPWater-SW does not object to the vacation request provided the ground within City property is not filled (No dumping of dirt and/or Construction materials will be allowed in any of the drainage features near the subject area).

2. There's a 36" CMP including a 10 ft easement traversing the property at 2101 Cotton St. the pipe begins at the discharge tower on San Diego Dam to a manhole in Cotton St. and from the manhole to an outfall located in San Jose St. no vertical construction will be allowed on this easement.

3. No improvements or modifications shall be done to the existing drainage channel/arroyo. If a cul-de-sac is required at the end of San Jose St., no modifications to the drainage features will be allowed.

4.No modifications to the slope are recommended. Any construction work that modifies the existing slope may un-stabilize the slope affecting new and/or existing buildings near it. It may also create erosion, blocking the channel and consequently causing flooding in the area.

Texas Gas

No comments received.

El Paso Electric

No comments received.

El Paso County 911 District

No comments received.

Texas Department of Transportation

San Jose St. is not a state road.

El Paso County

No comments received.

El Paso County Water Improvement District #1

No comments received.



Legislation Text

File #: 21-1317, 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

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

Planning and Inspections, Armida R. Martinez, (915) 212-1605

AGENDA LANGUAGE:

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

An Ordinance renewing and extending the Special Privilege License granted to Western Refining Company LLC (F/K/A Western Refining Company L.P) by Ordinance No. 16272 to encroach onto portions of City Rights-of-Way within Trowbridge Drive, Marathon Street and North Loop Drive; and an Ordinance granting a Special Privilege to Western Refining Company LLC to permit the construction and installation, maintenance and operation of various multi-product pipelines and utility lines along portions of City Right-of-Way at Trowbridge Drive, Marathon Street and to allow the construction and encroachment of an overhead bridge across a portion of public right-of-way along Trowbridge Drive for a term of fifteen years with one (1) renewable fifteen year term.

Subject Property: 6500 Trowbridge

Applicant: Western Refining Company LLC, NESV2020-00003

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

AGENDA DATE: November 23, 2021
PUBLIC HEARING DATE: December 7, 2021

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Armida R. Martinez, (915) 212-1605

DISTRICT(S) AFFECTED: District 3

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance renewing and extending the Special Privilege License granted to Western Refining Company LLC (F/K/A Western Refining Company L.P) by Ordinance No. 16272 to encroach onto portions of City Rights-of-Way within Trowbridge Drive, Marathon Street and North Loop Drive; and an Ordinance granting a Special Privilege to Western Refining Company LLC to permit the construction and installation, maintenance and operation of various multi-product pipelines and utility lines along portions of City Right-of-Way at Trowbridge Drive, Marathon Street and to allow the construction and encroachment of an overhead bridge across a portion of public right-of-way along Trowbridge Drive for a term of fifteen years with one (1) renewable fifteen year term.

Subject Property: 6500 Trowbridge
Applicant: Western Refining Company LLC, NESV2020-00003

BACKGROUND / DISCUSSION:

The renewal request will allow for continued use, maintenance, and repair of various multi-product pipelines and utility lines along portions of City right-of-way at Trowbridge Drive and Marathon Drive (formerly Texaco Road), and to allow the existing encroachment of an overheard bridge across Trowbridge Drive. The pipelines provide piping and conduit interconnection within the refining facilities to the north and south sides of Trowbridge Drive and between the east and west sides of Marathon Drive. The overheard bridge is used to convey the lines and to provide employees pedestrian access to the north and south sides of refining facility.

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

ORDINANCE NO. _____

AN ORDINANCE RENEWING AND EXTENDING THE SPECIAL PRIVILEGE LICENSE GRANTED TO WESTERN REFINING COMPANY LLC (F/KA WESTERN REFINING COMPANY, L.P.) BY ORDINANCE NO. 16272 TO ENCROACH ONTO PORTIONS OF CITY RIGHTS-OF-WAY WITHIN TROWBRIDGE DRIVE, MARATHON STREET AND NORTH LOOP DRIVE; AND AN ORDINANCE GRANTING A SPECIAL PRIVILEGE TO WESTERN REFINING COMPANY LLC TO PERMIT THE CONSTRUCTION AND INSTALLATION, MAINTENANCE AND OPERATION OF VARIOUS MULTI-PRODUCT PIPELINES AND UTILITY LINES ALONG PORTIONS OF CITY RIGHT-OF-WAY AT TROWBRIDGE DRIVE, MARATHON STREET AND TO ALLOW THE CONSTRUCTION AND ENCROACHMENT OF AN OVERHEAD BRIDGE ACROSS A PORTION OF PUBLIC RIGHT-OF-WAY ALONG TROWBRIDGE DRIVE FOR A TERM OF FIFTEEN YEARS WITH ONE (1) RENEWABLE FIFTEEN YEAR TERM.

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

SPECIAL PRIVILEGE LICENSE

SECTION 1. DESCRIPTION

This is a renewal of the special privilege granted by The City of El Paso (hereinafter called “City”), to Western Refining Company LLC (f/k/a Western Refining Company, L.P.) (hereinafter referred to as “Grantee”) by ordinance 16272 on January 1, 2006 for a term of fifteen years. The existing pipelines, utility lines and overheard bridge installed by the Grantee under the original special privilege under this ordinance are subject to the terms and conditions herein (“**2021 Special Privilege License**”).

The City of El Paso hereby grants this 2021 Special Privilege License to install, construct, replace, repair, reconstruct, and maintain forty-two (42) pipelines and other utility, communication or refinery-related lines, ducts and cable not to exceed sixty (60) (collectively “**Lines**”) upon, beneath, above, across and along portions of Trowbridge Drive, Marathon Street and North Loop Drive for the purpose of providing piping and conduit interconnection within the refining facilities to the north and south sides of Trowbridge Drive and between the east and west sides of Marathon Street; and request to construct an Overhead Bridge across a portion of Trowbridge Drive to be used to convey the Lines and to provide employees pedestrian access to the north and south sides of the refining facility (“**Overhead Bridge**”) as depicted in **Exhibit “A”** attached hereto and which is made a part hereof for all purposes. Additional lines not to exceed sixty (60) may be added by the written request of the Grantee to the City.

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ORDINANCE NO. _____

21-1007-2793 | 1115181 | Western Refining Company LLC | 2021 Special Privilege License
WNV

NESV2020-00003

SECTION 2. LICENSE AREA

The uses granted herein extends beneath, across and along portions of Trowbridge Drive, Marathon Street and North Loop Drive adjacent to the property more particularly known as 6500 Trowbridge Drive, City of El Paso, El Paso County, Texas which is more particularly shown in **Exhibit “B”** and **Exhibit “C”**, each of which are made a part hereof for all purposes (hereinafter referred to as “**License Area**”).

SECTION 3. USE OF RIGHT-OF-WAY

This 2021 Special Privilege License is granted solely for the encroachment onto City rights-of-way for the pipelines, utility lines, Overhead Bridge and Lines. Any use of the License Area other than in connection with the maintenance, use and repair of the pipelines, utility lines, Overhead Bridge and Lines is not authorized by this 2021 Special Privilege License. The pipelines which are part of the Lines shall be limited to the purpose of transporting, delivering and selling petroleum hydrocarbons (the primary constituents in oil, gasoline, diesel, and a variety of solvents and penetrating oils) drinking water, waste water, well water, air steam, electricity, nitrogen, hydrogen, refinery fuel gas, natural gas, amine streams, liquid petroleum gas (LPG) and sulfuric acid through the City of El Paso to the points beyond the City limits, unless otherwise agreed to by the parties hereto. The size of each Line within the City right-of-way is limited to between six (6) inches and forty-eight (48) inches in size. No other substances shall be transported, delivered or sold through the pipelines which are part of the Lines and periodic inspections or testing by the City shall be permitted at any time reasonable requested by the City in order to ensure compliance with this provision. Nothing herein shall grant any real property interest to the Grantee nor give rise to any vested right in the Grantee, their assigns or successors in interest.

This 2021 Special Privilege License shall not be construed to waive any City permit requirements. Grantee shall be responsible for all construction, installation, maintenance, use and repair of the pipelines, utility lines, Overhead Bridge, Lines and the right of way.

This 2021 Special Privilege License shall not permit or be construed to permit any other private use of the City right-of-way that impairs its function as a City right-of-way. Except as provided herein, Grantee shall not construct any additional improvements, or make any additions or alterations on, above, or below the City right-of-way, without prior written consent of the El Paso City Council.

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ORDINANCE NO.

21-1007-2793 | 1115181 | Western Refining Company LLC | 2021 Special Privilege License
WNV

NESV2020-00003

SECTION 4. REGULATION OF CONSTRUCTION

The work done by Grantee in construction, installation, maintenance, use and repair of the pipelines utility lines, Overhead Bridge and Lines shall be subject to and governed by all laws, rules and regulation of the City and State of Texas, Federal Communications Commission, and the U.S. Government that are applicable to the construction of the pipelines, utility lines, Overhead Bridge and Lines. Work done in connection with the construction, installation, maintenance use and repair of such facilities is subject to the continuing police power of the City.

In the event that Grantee desires to reconstruct, repair, maintain, or replace the Lines built hereunder, Grantee shall obtain all applicable permits required by the City. Grantee shall maintain leak detection systems for the Lines that will detect the release of any petroleum hydrocarbons throughout the term of this 2021 Special Privilege License.

In addition, and as an express condition, Grantee shall install and routinely maintain activated valves on the supply side of the pipeline constituting one of the Lines carrying flammable gas. Where proposed, any excavation or trenching and other construction in the License Area shall be so carried out as to interfere as little as practical with the surface use of the License Area in accordance with any lawful and reasonable direction given by or under the authority of the governing body of the City under the police and regulatory powers necessary to provide for public convenience.

Grantee covenants and agrees that Grantee shall, at Grantee's own expense, repair any water lines, storm and sanitary sewer lines, service lines and water meters owned by the City in the License Area that are damaged as a result of this 2021 Special Privilege License so that such repair of the water lines, storm and sanitary sewer lines and water meters shall comply with the approval of the City.

Grantee shall submit a copy of its Emergency Response Team Plan, and any modifications to the Office of Emergency Management upon execution of this 2021 Special Privilege License. If a leak in any pipeline that constitutes one of the Lines is detected, the flow in such pipeline will be stopped immediately upon detection of such leak and immediate notice shall be given to the Office of Emergency Management and the City Engineer. Grantee shall provide details of the proposed repair work and the traffic control plan. If it is necessary to excavate the Public Right of Way to repair such pipeline, the pipeline shall be emptied before repair is begun. Grantee shall use due care and all proper

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ORDINANCE NO.

21-1007-2793 | 1115181 | Western Refining Company LLC | 2021 Special Privilege License
WNV

NESV2020-00003

safeguards to prevent pollution in the License Area. In the event of a leak in the License Area, Grantee shall use all reasonable means to mitigate environmental impact, and shall repair all damage to public and private property. In the event of a spill or rupture in a Line in the License Area, all impacted properties must be cleaned in accordance with applicable local, state, and federal regulations before Grantee is allowed to continue transporting petroleum hydrocarbons through the repaired pipeline or within a specified time period to be determined by the City Engineer with Grantee based upon the severity and extent of the spill.

SECTION 5. TERM

This is the renewal of the special privilege license granted on January 31, 2006, and is the single additional fifteen-year term, and shall be effective from the date hereof, unless terminated earlier as provided herein.

SECTION 6. WORK DONE BY OTHERS

Throughout the term of this 2021 Special Privilege License, the City expressly reserves the right to install, repair, or reconstruct improvements in the City right-of-way used or occupied by Grantee, any streets or alleys and all ancillary public uses, usual and customary in connection with streets and alleys, expressly including but not limited to, drainage facilities and structures.

The City reserves the right, subject to further conditions described in this paragraph, to lay and permit to be laid, utility lines including but not limited to storm and sanitary sewer, gas, water, and other pipelines or cables and to do and permit to be done, any underground and overhead installation or improvement that may be deemed necessary or proper by the governing body of the City in, across, along, over or under the License Area occupied by Grantee, and to change any curb or sidewalk or the street grade of any street. The City shall notify Grantee of work to be performed as herein described. The City shall not be liable to Grantee for any damage resulting there from, nor shall the City be liable to Grantee for any damages arising out of the performance of any work by the City, its contractors or subcontractors, not willfully and unnecessarily occasioned; provided, however, nothing herein shall relieve any other persons or entities from liability for damage to the License Area. If the City requires Grantee to alter, change, adapt, remove, or relocate the pipelines, utility lines, Overhead Bridge or Lines because of changes in the grade of the License Area or in the location or manner of constructing a water pipe, sewer pipe or other underground or aboveground pipes owned by the City, Grantee shall make the alterations or changes as soon as practicable when ordered in writing by the

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ORDINANCE NO.

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WNV

NESV2020-00003

City without claim for reimbursement or damages against the City. If these requirements impose a financial hardship upon Grantee, Grantee shall have the right to present alternative proposals for the City's consideration. If the City requires Grantee to remove, alter, change, adapt or relocate its pipelines, utility lines, Overhead Bridge or Lines, or any portion thereof, to enable any other entity or person, except the City, to use, or to use with greater convenience, the License Area, Grantee shall not be required to make such changes until such other entity or person shall have undertaken with solvent bond, to reimburse Grantee for any loss and expense that will be caused by or arise out of such removal, alteration, change, adaptation or conformance of the pipelines, utility lines, Overhead Bridge or Lines; provided, however, the City shall not be responsible nor liable for such reimbursement.

SECTION 7. RESERVATION OF SURFACE, SUBSURFACE, AND AIRSPACE RIGHTS

The City reserves the right to use the surface or subsurface or airspace within the License Area for any public purposes allowed by law and deemed necessary by the City and to do or permit to be done any work in connection therewith that may be deemed necessary or proper by the City on, across, along, under or over said License Area occupied by Grantee provided such use does not interfere with Grantee's use of the License Area. Whenever by reason of said work in connection with said purposes it shall be deemed necessary by the City to alter, change, adapt, conform or relocate portions of the pipelines, utility lines, Overhead Bridge, or Lines, such alteration or change or relocation shall be made by Grantee when ordered in writing by the City Manager or designee without any claim for reimbursement or damages against the City.

SECTION 8. CONSIDERATION

As consideration for this 2021 Special Privilege License, Grantee shall pay to the City a flat rate of THREE THOUSAND SEVEN HUNDRED TEN AND NO/100 DOLLARS (\$3,710) plus TWO HUNDRED TWENTY AND NO/100 DOLLARS per pipeline/utility line, for the initial forty-two (42) lines per year; and FIVE HUNDRED THIRTY AND NO/100 DOLLARS (\$530.00) for the Overhead Bridge for a total sum of THIRTEEN THOUSAND TWO HUNDRED SIXTY AND NO/100 DOLLARS (\$13,260.00) per year. The annual fee shall remain the same for a period of one year from the date of execution of this 2021 Special Privilege License by the El Paso City Council and shall be subject to change after each one year period this 2021 Special Privilege License remains in effect. The El Paso City Council retains the right to increase or decrease the annual fee specified in this 2021 Special Privilege License.

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ORDINANCE NO.

21-1007-2793 | 1115181 | Western Refining Company LLC | 2021 Special Privilege License
WNV

NESV2020-00003

The City shall notify the Grantee of any proposed changes in fees as prescribed in Section 14 (Notice) of this 2021 Special Privilege License. This 2021 Special Privilege License is granted on the condition the Grantee pay for all costs associated with the pipeline, utility lines, Overhead Bridge and Lines, as well as all costs for the restoration of the License Area upon the termination of the 2021 Special Privilege License.

The first annual consideration shall be due and owing prior to the El Paso City Council approval of this 2021 Special Privilege License. The advance payment shall be in the form of a cashier's check or business check payable to "The City of El Paso" and delivered to the Planning and Inspections Department for remittance to the Financial Services Department. If this 2021 Special Privilege License is disapproved by the El Paso City Council, a full refund of the payment shall be made by the Financial Services Department within fifteen (15) days of the denial action. Subsequent annual considerations shall be due the first day of the month in which the 2021 Special Privilege License has been granted by the El Paso City Council and remitted to the Financial Services Department.

ADVANCE PAYMENT OPTION:

Grantee shall have the option of pre-paying the City the entire amount for the fifteen (15) year term of this 2021 Special Privilege License, prior to the execution of this 2021 Special Privilege License. The fifteen (15) year amount is equal to ONE HUNDRED SIXTY-THREE THOUSAND FORTY-FIVE AND 93/100 DOLLARS (\$163,045.93). Said \$163,045.93 reflects the net present value (NPV) at a three percent (3%) discount rate of the annual fees for the entire fifteen (15) year term of this 2021 Special Privilege License. Should Grantee select the advance payment option, Grantee shall not be entitled to a refund of the consideration paid to the City in case of cancellation by the City and/or the Grantee prior to the expiration of the 15-year term.

Both the annual consideration and the advance payment shall be exclusive of and in addition to all general municipal taxes of whatever nature, including, but not limited to, ad valorem taxes, assessments for public improvements or any other assessments that may be enacted during the term of this 2021 Special Privilege License or any renewal, except hereinafter provided. The fee established in this section shall not be affected by any relocation of Grantee's pipelines, utility lines, Overhead Bridge or Lines required by the City pursuant to this 2021 Special Privilege License.

The fee payment shall be exclusive of and in addition to all costs of obtaining required permits, plans and other approvals as necessary to conform to all other applicable City regulations.

SECTION 9. INSURANCE

At all times during the term of this 2021 Special Privilege License, Grantee shall provide the City with a certificate of insurance and shall maintain such insurance in full effect as herein described. Grantee may elect, at its sole option to self-insure the insurance requirements required by this 2021 Special Privilege License. Failure to maintain insurance or to provide evidence of self-insurance for the insurance requirements required by this 2021 Special Privilege License shall be a material breach of this 2021 Special Privilege License and a basis for termination of this 2021 Special Privilege License by the City.

Subject to Grantee's right to self-insure, Grantee shall obtain and provide a general liability policy with a one million-dollar (\$1,000,000.00) limit, per occurrence, for personal injury, death, and property damage, with a minimum one million dollar (\$1,000,000.00) general aggregate limit. These amounts are not a limitation upon the Grantee's agreement to indemnify and hold the City harmless.

Subject to Grantee's right to self-insure, Grantee shall procure said insurance with a solvent insurance company authorized to do business in Texas. Such policy or certificate shall provide that the insurance cannot be canceled, modified or the amount of coverage changed without thirty (30) days prior written notice to the City through both the Planning and Inspections Department and the Financial Services Department, or ten (10) days prior written notice to the City through the Planning and Inspections Department and the Financial Services Department for cancellation based on non-payment of insurance premiums. Grantee shall file a copy of the policy or certificate of insurance with Financial Services Department and the Planning and Inspection Department. Subject to Grantee's right to self-insure, if the policy is not kept in full force and effect throughout the term of this 2021 Special Privilege License, this 2021 Special Privilege License shall automatically become void.

SECTION 10. INDEMNITY

AS A CONDITION OF THIS LICENSE, GRANTEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND

EMPLOYEES FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES AND COSTS), FEES, FINES, PENALTIES, PROCEEDINGS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH OR PROPERTY DAMAGE, ARISING OUT OF, RESULTING FROM OR RELATED TO THE GRANTEE'S ACTIVITIES UNDER THIS LICENSE, INCLUDING ANY ACT OR OMISSION BY THE GRANTEE, THE GRANTEE'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, ALL, WITHOUT, HOWEVER, WAIVING GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY, HEREAFTER, THE "DAMAGES". THIS INDEMNIFICATION SHALL APPLY EVEN WHERE SUCH DAMAGES DESCRIBED ABOVE INVOLVE THE NEGLIGENCE OR ALLEGATIONS OF NEGLIGENCE ON THE PART OF THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES.

The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any person or entity. Without modifying the conditions of preserving, asserting, or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to the Grantee every demand, notice, summons, or other process received by the City in any claim or legal proceeding contemplated herein. Grantee shall investigate or cause the investigation of accidents or occurrences involving such damages, negotiate or cause to be negotiated the claim as the Grantee may deem expedient.

The City, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. In addition, the Grantee shall promptly advise the City in writing of any claim or demand against the City or the Grantee known to the Grantee related to or arising out of the Grantee's activities under this 2021 Special Privilege License.

SECTION 11. RIGHTS IN THE EVENT OF ABANDONMENT

As an express condition of this 2021 Special Privilege License, and not as a mere covenant, in the event Grantee abandons the pipelines, utility lines or Lines or ceases to use the pipelines, utility lines, Overhead Bridge or Lines for the purposes enumerated herein for any period of six (6) months or longer, other than the time elapsing between the effective date of this 2021 Special Privilege License

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ORDINANCE NO.

21-1007-2793 | 1115181 | Western Refining Company LLC | 2021 Special Privilege License
WNV

NESV2020-00003

and the completion of construction of the pipelines, utility lines, Overhead Bridge or Lines, this 2021 Special Privilege License shall automatically terminate, free and clear of any right, title, or interest in Grantee without the necessity of any notice to Grantee or any re-entry by the City. For clarity, this automatic right to terminate shall not apply in the event Grantee discontinues use of a pipeline, utility line or one of the pipelines constituting the Lines.

SECTION 12. CANCELLATION

Grantee shall have the option to terminate this 2021 Special Privilege License at any time upon giving the City written notice ninety (90) days in advance of such termination. In addition, the City shall have the option to cancel and terminate this 2021 Special Privilege License for failure of Grantee to comply with any material provision or requirement contained in this agreement after ninety (90) days written notice to Grantee. However, if said breach or failure to comply cannot be reasonably cured within ninety (90) days, if Grantee shall proceed promptly to cure the same with due diligence, the time for curing such failure to comply shall be extended for such period of time as may be deemed reasonably necessary by the City to complete such curing.

Upon termination of this 2021 Special Privilege License, prior to the expiration of the original term for any reason, Grantee shall remove Grantee's pipelines, utility lines, Overhead Bridge and Lines located in the License Area at no cost to the City. Grantee shall restore the License Area to the reasonable satisfaction of the City Engineer and in accordance with City specifications, at Grantee's own cost and expense. Any such restoration shall be subject to the reasonable approval of the City. If the Grantee fails to restore the License Area as required herein, the City may at its option restore the License Area and charge such costs to Grantee who shall be responsible for payment of such repair and restoration costs.

SECTION 13. RECORDS

The El Paso City Council and the El Paso City Manager or designee shall be kept fully informed by Grantee as to matters pertaining in any way to Grantee's exercise of Grantee's rights under this 2021 Special Privilege License, including the construction, installation, replacement, reconstruction, maintenance, and repair of the pipelines, utility lines, Overhead Bridge and Lines within the License Area. Obtaining all applicable City permits shall be deemed sufficient to keep such parties informed. Grantee shall keep complete and accurate maps, construction drawings, and specifications describing the location of the structure(s) within the License Area. The City shall have the right, at reasonable times to inspect such maps, construction drawings, and specifications.

SECTION 14. NOTICE

Except as otherwise indicated herein and until otherwise specified, any notice or communication required in the administration of this 2021 Special Privilege License will be addressed as follows:

CITY: City of El Paso
Attn: City Manager
300 N. Campbell
El Paso, Texas 79901

with copy to: City of El Paso
ATTN: Planning and Inspections Department
811 Texas Avenue
El Paso, Texas 79901

with copy to: City of El Paso
ATTN: Financial Services Department –
Financial Accounting & Reporting
300 N. Campbell
El Paso, Texas 79901

GRANTEE: Western Refining Company LLC
539 South Main Street
Findlay, OH 45840
Attn: Manager, Title and Contract

with a copy to: Western Refining Company LLC
212 N. Clark
El Paso, Texas 79901
Attn: Manager, State Government Affairs

For all notices of disputes under this 2021 Special Privileged License, notices to Grantee will be addressed as follows:

Western Refining Company LLC
539 South Main Street
Findlay, OH 45840
Attention: General Counsel

Either Grantee or the City may change its address for notice by notice to the other party in the manner set forth above. Any notice required or permitted hereunder will be deemed given (a) 3 days after being deposited in the U.S. Mail as registered or certified mail, return receipt requested, postage prepaid, (b) when received if delivered by recognized commercial courier or next business day delivery and addressed to the party to whom the notice is being given at the address set forth above for such party, and (c) if delivered by email, when a delivery receipt is received by the sending party.

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ORDINANCE NO.

21-1007-2793 | 1115181 | Western Refining Company LLC | 2021 Special Privilege License
WNV

NESV2020-00003

SECTION 15. ASSIGNMENT

The rights granted by this 2021 Special Privilege License inure to the benefit of the Grantee, and any parent, subsidiary, or successor entity now or hereafter existing. The rights shall not be assignable without the express advanced written consent of the El Paso City Manager. Any attempt to assign the rights or obligations contained herein without the prior written consent of the City Manager shall be void and shall be an event of breach for which the City may seek termination of this 2021 Special Privilege License.

SECTION 16. LEASING OR DEDICATION OF FACILITIES

Grantee, without the advanced written consent of the El Paso City Manager or designee, shall not lease the License Area to any non-grantee person or entity.

SECTION 17. ADMINISTRATION OF LICENSE

The El Paso City Manager or designee is the principal City official responsible for the administration of this 2021 Special Privilege License. Grantee recognizes that questions regarding the interpretation or application of this 2021 Special Privilege License shall be referred to the El Paso City Manager or designee.

SECTION 18. NO PROPERTY RIGHTS

Nothing herein shall grant any real property interest to the Grantee nor give rise to any vested right in the Grantee, Grantee's assigns or successors in interest.

SECTION 19. LIENS AND ENCUMBRANCES

Grantee shall defend and indemnify the City against any liability and loss of any type arising from any lien or encumbrance on the License Area that arises or is alleged to have arisen from Grantee's use of the Licensed Area.

SECTION 20. RIGHT OF ENTRY AND INSPECTION

The City's authorized representative shall have the right to enter upon the License Area at all reasonable times for the purpose of inspecting the same and determining compliance with the terms of this 2021 Special Privilege License.

SECTION 21. LAWS AND ORDINANCES

Grantee shall comply with all statutes, laws, codes and ordinances applicable to Grantee's construction, repair, renovation, alteration or use of the License Area.

SECTION 22. ENTIRE AGREEMENT

This document contains all of the agreements between the parties and may not be modified, except by an agreement in writing signed by both parties.

SECTION 23. SEVERABILITY

Every provision of this 2021 Special Privilege License is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality shall not affect the validity of the remainder of this 2021 Special Privilege License.

SECTION 24. LAWS GOVERNING/VENUE

The laws of the State of Texas shall govern the validity, performances, and enforcement of this 2021 Special Privilege License and if legal action is necessary to enforce it, exclusive venue shall be in El Paso County, Texas.

SECTION 25. RESTRICTIONS AND RESERVATIONS

This 2021 Special Privilege License is subject to all rights-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land. If, at any time during the initial term of this 2021 Special Privilege License, or any extension thereof, any such rights-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land, preclude, interrupt or interfere with Grantee's use of the License Area, Grantee shall have the right to terminate this 2021 Special Privilege License upon giving the City prior written notice of its intent to do so.

SECTION 26. EFFECTIVE DATE

The effective date of this 2021 Special Privilege License shall be the date last entered below. This 2021 Special Privilege License shall not take effect unless Grantee files Grantee's written acceptance with the City prior to the enactment of this 2021 Special Privilege License by the El Paso City Council.

PASSED AND APPROVED this ____ day of _____, 2021.

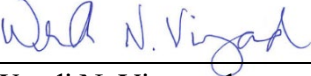
THE CITY OF EL PASO:

Oscar Leeson
Mayor

ATTEST:

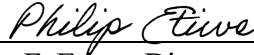
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning and Inspections Department

ACCEPTANCE

The above instrument, with all conditions thereof, is hereby accepted this 19th day of October, 2021.

GRANTEE:

Western Refining Company LLC

[Signature]
By: C. PATSATZ

ACKNOWLEDGMENT

THE STATE OF TEXAS

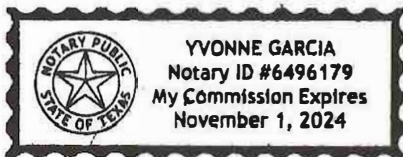
§

COUNTY OF EL PASO

§

§

This instrument is acknowledged before me on this 19th day of October, 2021, by Yvonne Garcia, as Grantee.



Yvonne Garcia
Notary Public, State of Texas
November 1, 2024
My Commission Expires

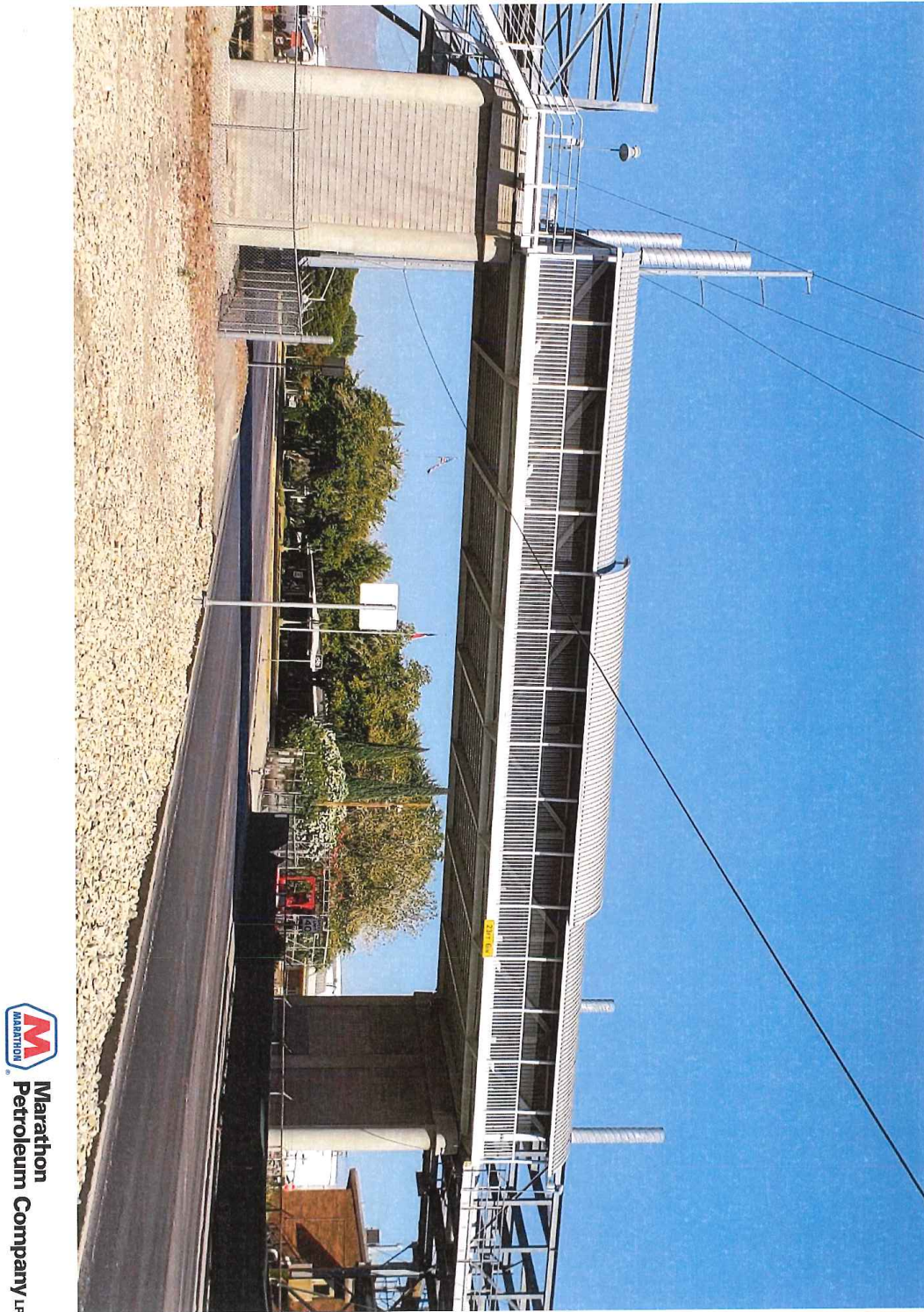
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ORDINANCE NO.

21-1007-2793 | 1115181 | Western Refining Company LLC | 2021 Special Privilege License
WNV

NESV2020-00003

Exhibit A

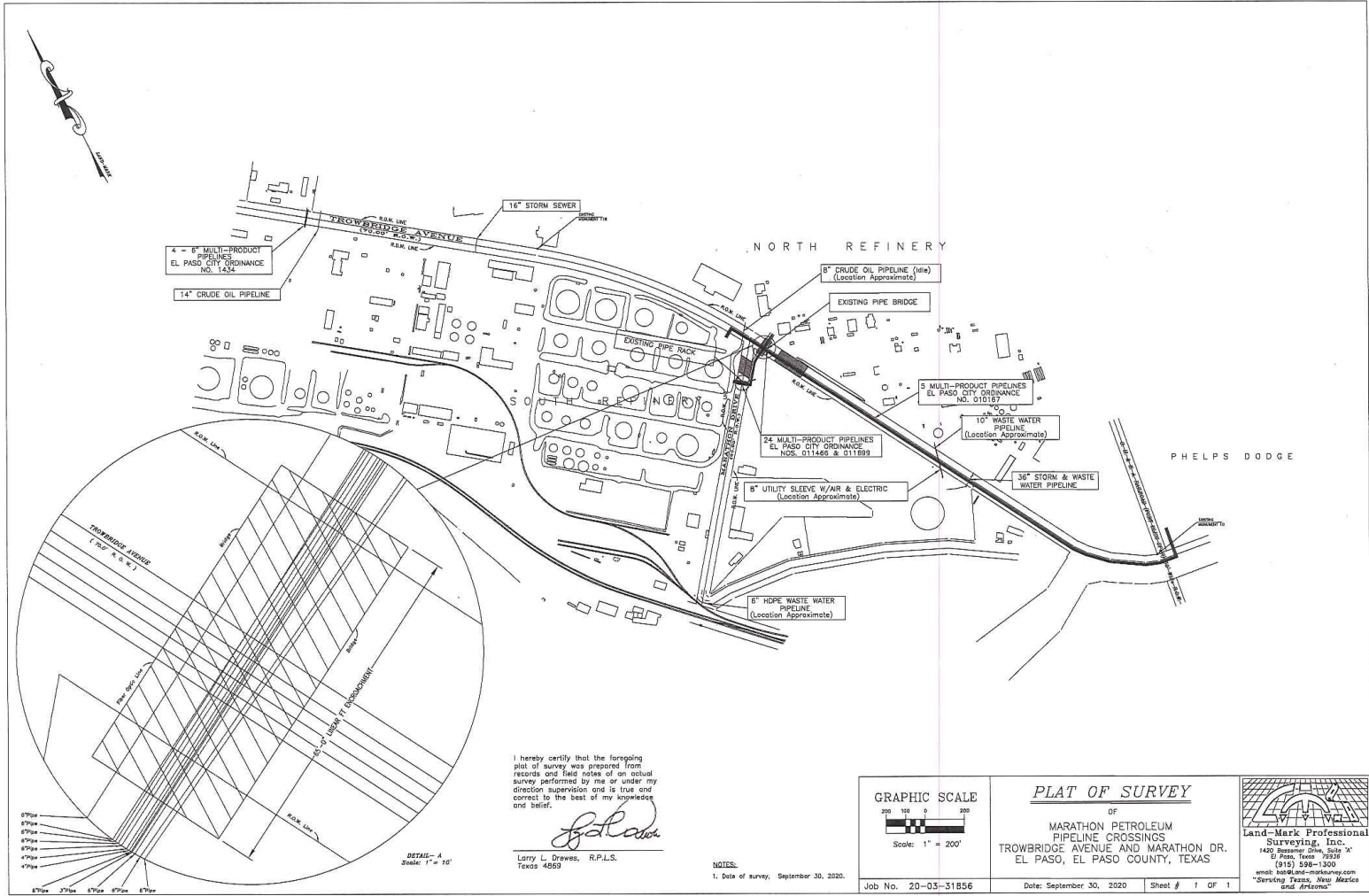


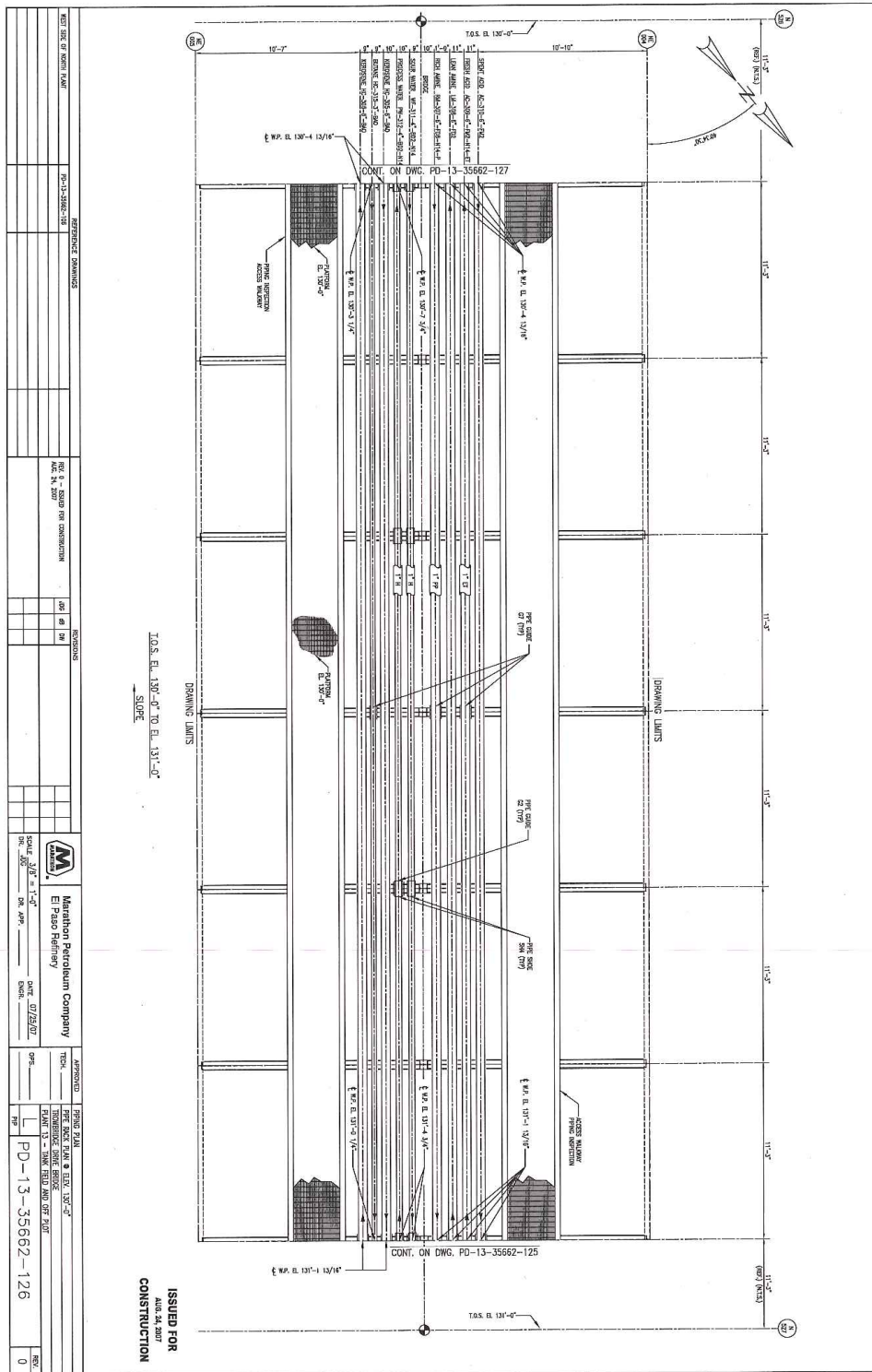
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ORDINANCE NO.

21-1007-2793 | 1115181 | Western Refining Company LLC | 2021 Special Privilege License
WNV

NESV2020-00003





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ORDINANCE NO.

21-1007-2793 | 1115181 | Western Refining Company LLC | 2021 Special Privilege License
WNV

NESV2020-00003



Legislation Text

File #: 21-1328, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 2

Streets and Maintenance, Hannah Adele Allen, (915) 212-0118

AGENDA LANGUAGE:

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

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

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

AGENDA DATE: November 23, 2021
PUBLIC HEARING DATE: December 7, 2021

CONTACT PERSON(S) NAME AND PHONE NUMBER: Hannah Adele Allen (Williams), (915) 212-7003

DISTRICT(S) AFFECTED: 2

STRATEGIC GOAL: 3 – Promote the Visual Image of El Paso
7 – Enhance and Sustain El Paso's Infrastructure Network

SUBGOAL: 3.2 – Improve the visual impression of the community
7.3 – Enhance a regional comprehensive transportation system

SUBJECT:

Amend Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.030 (Schedule III – Parking Prohibited at all times on certain streets) of the City Code, to amend paragraph 85 to prohibit parking on certain portions of Piedras Street; the penalty being provided in Chapter 12.84 of the El Paso City Code.

BACKGROUND / DISCUSSION:

CID has requested that the Streets and Maintenance Department amend the existing parking restriction on Piedras to supplement Phase 0 of future phases moving toward more permanent street infrastructure to permit parking from Yandell to Montana.

PRIOR COUNCIL ACTION:

Current Municipal Code (previously approved):

12.88.030 (Schedule III – Parking Prohibited at all times on certain streets)

85. Both sides Piedras Street from Grant Avenue to Gateway Boulevard East;

AMOUNT AND SOURCE OF FUNDING:


HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Streets and Maintenance

SECONDARY DEPARTMENT: Capital Improvement

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

DEPARTMENT HEAD:



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

11-16-21

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.88 (SCHEDULES), SECTION 12.88.030 (SCHEDULE III – PARKING PROHIBITED AT ALL TIMES ON CERTAIN STREETS) OF THE CITY CODE, TO AMEND PARAGRAPH 85 TO PROHIBIT PARKING ON CERTAIN PORTIONS OF PIEDRAS STREET; THE PENALTY BEING PROVIDED IN CHAPTER 12.84 OF THE EL PASO CITY CODE.

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

SECTION 1. That Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.030 (Schedules III – Parking prohibited at all times on certain streets), Paragraph 85 is hereby amended in its entirety as follows:

85. On the following described portions of Piedras Street:

- a. Both sides from Grant Avenue to Montana Avenue;
- b. Both sides from Yandell Drive to Gateway Boulevard East;

SECTION 2. Except as herein amended, Title 12 of the El Paso City Code shall remain in full force and effect.

ADOPTED this ____ day of _____, 2021.

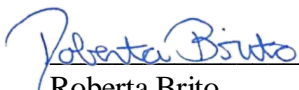
CITY OF EL PASO:

Oscar Leaser, Mayor

ATTEST:

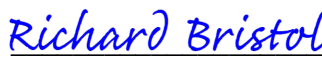
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:



Richard Bristol, Director
Streets & Maintenance Department



Ordinance Amending Title 12.88.030

Parking Prohibited at All Times on Certain Streets

In support of CID Project:
Piedras St. Road Diet – Phase 0

City Council

Introduction: November 23, 2021

Public Hearing: December 7, 2021

District: 2



Strategic Plan Goal

- 3 – Promote the Visual Image of El Paso
 - 3.2 – Improve the visual impression of the community
- 7 – Enhance and Sustain El Paso's Infrastructure Network
 - 7.3 – Enhance a regional comprehensive transportation system

Purpose of Amendment

CID has requested that the Streets and Maintenance Department amend the existing parking restriction on Piedras to supplement Phase 0 of future phases moving toward more permanent street infrastructure.

Benefits:

- Provide parking
- Reduce speed by reducing number of travel lanes



12.88.030 Amendment

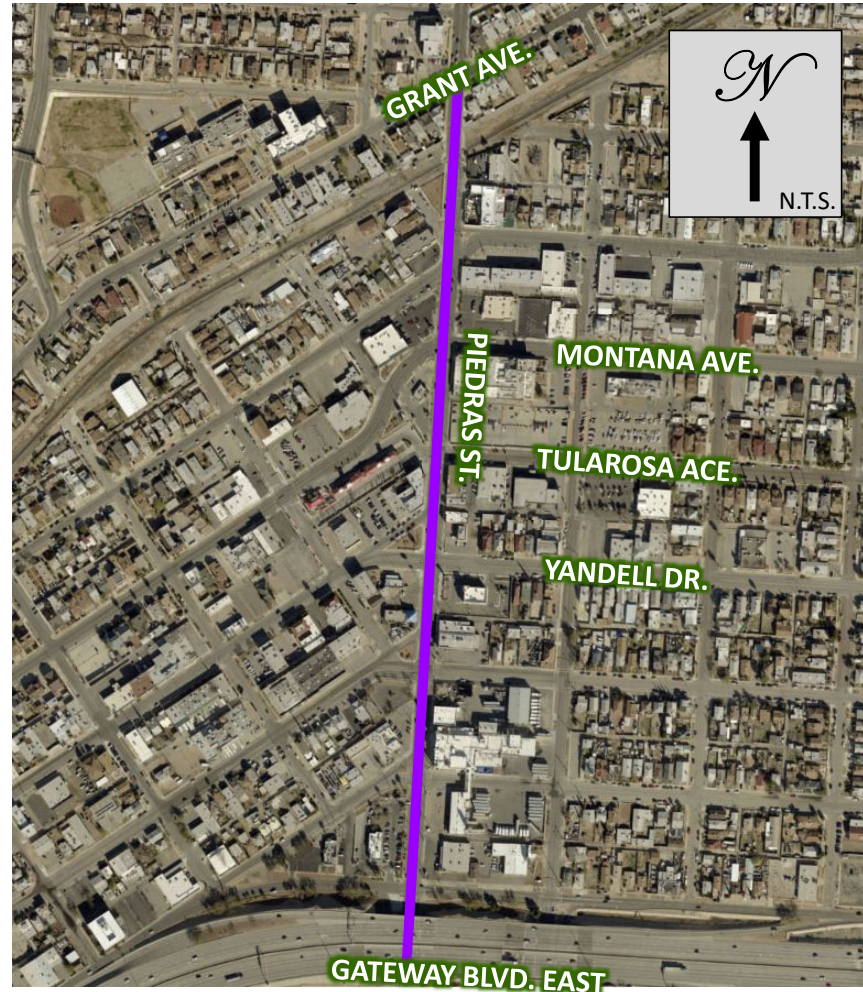
City Council History / Existing Conditions

12.88.030 (Schedule III – Parking Prohibited at all times on certain streets)

85. Both sides Piedras Street
from Grant Avenue to
Gateway Boulevard East;

*Image Not To Scale (N.T.S.)

*Existing Parking Restriction —



12.88.030 Amendment

Proposed Conditions - Parking Restriction

12.88.030 (Schedule III – Parking Prohibited at all times on certain streets)

85. On the following described portions of Piedras Street:

- a. Both sides from Grant Avenue to Montana Avenue;
- b. Both sides from Yandell Drive to Gateway Boulevard East;

a. Both sides from Grant Avenue to Montana Avenue;

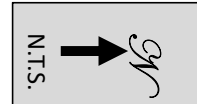
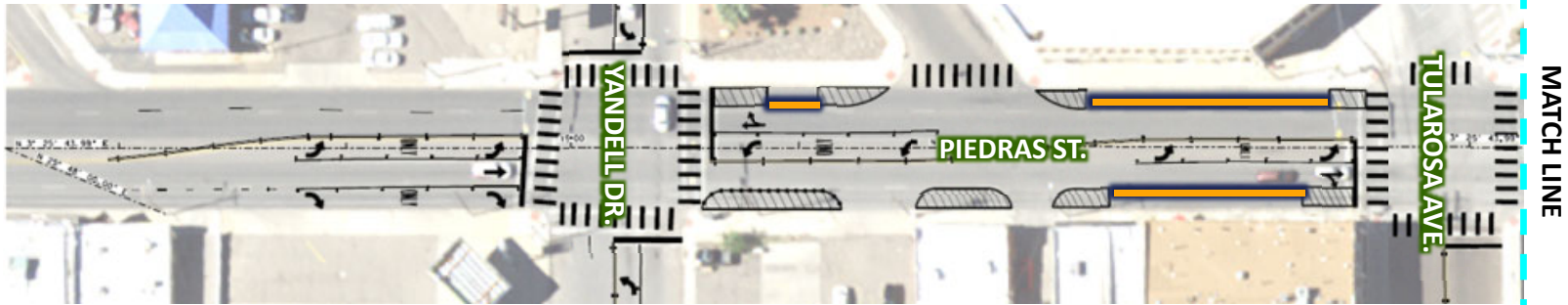
b. Both sides from Yandell Drive to Gateway Boulevard East;



12.88.030 Amendment

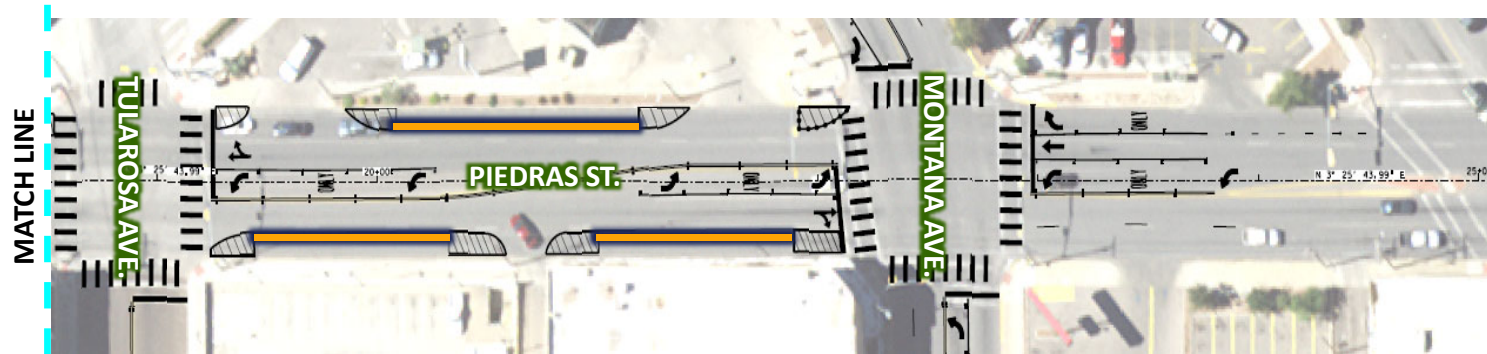
Proposed Conditions – Permitted Parking

Piedras Street from Yandell Drive to Montana Avenue



Proposed Permitted Parking

- West side 242 ft.; 11 spaces
- East side 264 ft.; 12 spaces



Requested Council Action



Amend Title 12 (Vehicles and Traffic), Chapter 12.88 (Schedules), Section 12.88.030 (Schedule III – Parking Prohibited at all times on certain streets) of the City Code, to amend Paragraph 85 to prohibit parking on certain portions of Piedras Street; the penalty being provided in Chapter 12.84 of the El Paso City Code.

Amend:

85. Both sides Piedras Street from Grant Avenue to Gateway Boulevard East;

To Read:

85. On the following described portions of Piedras Street:

- a. Both sides from Grant Avenue to Montana Avenue;
- b. Both sides from Yandell Drive to Gateway Boulevard East;

Staff recommends approval.

12.88.030 Amendment





Mission

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



Values

Integrity, **R**espect, **E**xcellence,
Accountability, **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,
Responsabilidad, **P**ersonas

Visión

Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño





Legislation Text

File #: 21-1334, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 4

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 changing the zoning for the property described as Parcel 1: a portion of Tracts 5 and 6, N/K/A Tracts 5A5 and 6, Section 15, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, 12100 Dyer Street, City of El Paso, El Paso County, Texas from R-F (Ranch-Farm) to R-5 (Residential) and Parcel 2: a portion of Section 15, N/K/A Tract 7A, Section 15, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, 12100 Dyer Street, City of El Paso, El Paso County, Texas from M-1 (Light Manufacturing) to C-4 (Commercial). 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: 12100 Dyer St.

Applicant: Joseph J. and George J. Ayoub, PZRZ21-00016

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

AGENDA DATE: November 23, 2021
PUBLIC HEARING DATE: December 14, 2021

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
David Samaniego, (915) 212-1608

DISTRICT(S) AFFECTED: District 4

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance changing the zoning for the property described as Parcel1: a portion of Tracts 5 and 6, N/K/A Tracts 5A5 and 6, Section 15, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, 12100 Dyer Street, City of El Paso, El Paso County, Texas from R-F (Ranch-Farm) to R-5 (Residential) and Parcel 2: a portion of Section 15, N/K/A Tract 7A, Section 15, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, 12100 Dyer Street, City of El Paso, El Paso County, Texas from M-1 (Light Manufacturing) to C-4 (Commercial). 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: 12100 Dyer St.
Applicant: Joseph J. and George J. Ayoub, PZRZ21-00016

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone two parcels on the subject property, Parcel 1: from R-F (Ranch-Farm) to R-5 (Residential), and Parcel 2: M-1 (Light Manufacturing) to C-4 (Commercial). City Plan Commission recommended 7-0 to approve the proposed rezoning on October 21, 2021. As of November 16, 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? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

Philip E. Etiwe – Planning and Inspections Director

Revised 04/09/2021

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF THE FOLLOWING REAL PROPERTY KNOWN AS:

PARCEL 1: A portion of Tracts 5 and 6, N/K/A Tracts 5-A-5 and 6, Section 15, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, 12100 Dyer Street, **CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM R-F (Ranch and Farm) TO R-5 (Residential) ; AND,**

PARCEL 2: A portion of Section 15, N/K/A Tract 6, Section 15, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, 12100 Dyer Street, **CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM M-1 (Manufacturing) TO C-4 (Commercial);**

THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of *Parcel 1: A portion of Tracts 5 and 6, N/K/A Tracts 5-A-5 and 6, Section 15, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, 12100 Dyer Street, 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; and, Parcel 2: A portion of Section 15, N/K/A Tract 6, Section 15, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, 12100 Dyer Street*, 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 as listed for **PARCEL 1: FROM R-F (Ranch and Farm) TO R-5 (Residential); PARCEL 2: FROM M-1 (Manufacturing) TO C-4 (Commercial);** as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

PASSED AND APPROVED this _____ day of _____, 2021.

THE CITY OF EL PASO:

ATTEST:

Oscar Leeson
Mayor

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning and Inspections Department

A Portion of Tracts 5 and 6
N/K/A Tracts 5A5 and 6, Section
15, Block 80, Township 1, Texas and
Pacific Railroad Company Surveys,
City of El Paso, El Paso County, Texas
May 11, 2021

METES AND BOUNDS DESCRIPTION

12100 Dyer Street
Parcel 1
Exhibit "A"

FIELD NOTE DESCRIPTION of a Portion of Tracts 5 and 6, N/K/A Tracts 5A5 and 6, Section 15, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a found 5/8 iron rod at the easterly right-of-way line of Dyer Street (100' R.O.W.) and the common boundary corner of Tracts 5A3 and 5A5, Block 80, Township 1, Texas and Pacific Railroad Company Surveys and the **POINT OF BEGINNING** of the herein described parcel;

THENCE, leaving said easterly right-of-way line of Dyer Street, along the common boundary line of Tracts 5A3, 5A5 and 6, South $46^{\circ}44'00''$ East, a distance of 436.11 feet to a Found 5/8 rebar with cap stamped 2249 for corner at the common boundary line of Tracts 5A3 and 6;

THENCE, continuing along said Tracts, South $37^{\circ}07'59''$ West, a distance of 40.92 feet to a found 5/8 iron rod for corner;

THENCE, continuing along the common boundary line of Tracts 5A3, 5A5 and 6, South $61^{\circ}34'24''$ East, a distance of 526.97 feet to a found 5/8 rebar with cap stamped 2249 for corner at the common boundary corner of Tracts 5A3 and 5A5 and the westerly right-of-way line of Railroad Drive (120' R.O.W.);

THENCE, leaving said common boundary line and along the westerly right-of-way of Railroad Drive, South $28^{\circ}25'36''$ West, a distance of 587.72 feet to a found $\frac{1}{2}$ iron rod for corner;

THENCE, leaving said westerly right-of-way line of Railroad Drive, along said common boundary line of Tracts 5A5 and 7A, South $89^{\circ}59'12''$ West, a distance of 1,511.51 feet to a found 5/8 iron rod (bent) for corner at the easterly right-of-way line of Dyer Street;

THENCE, along the said easterly right-of-way line of Dyer Street, North $43^{\circ}16'00''$ East, a distance of 1,510.07 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 1,076,541.56 square feet or 24.7139 acres of land more or less.

CAD Consulting Co.
1790 Lee Trevino Drive. Suite 309
El Paso, Texas 79936
(915) 633-6422
I:\M&B\2021\21-1381_12100 Dyer St (Exhibit A).wpd



A Portion of Section 15
N/K/A Tract 7A, Section 15,
Block 80, Township 1, Texas and
Pacific Railroad Company Surveys,
City of El Paso, El Paso County, Texas
May 11, 2021

METES AND BOUNDS DESCRIPTION

12100 Dyer Street

Parcel 2

Exhibit "B"

FIELD NOTE DESCRIPTION of a Portion of Section 15, N/K/A Tract 6, Section 15, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a found 5/8 iron rod (bent) at the easterly right-of-way line of Dyer Street (100' R.O.W.) and the common boundary corner of Tracts 5A5 and 7A, Block 80, Township 1, Texas and Pacific Railroad Company Surveys and the **POINT OF BEGINNING** of the herein described parcel;

THENCE, leaving said easterly right-of-way line of Dyer Street, along the common boundary line of Tracts 5A5 and 7A, North 89°59'12" East, a distance of 1,511.51 feet to a Found 1/2 iron rod for corner at the common boundary corner of Tracts 5A5 and 7A and the westerly right-of-way line Railroad Drive (100' R.O.W.);

THENCE, leaving said common boundary corner of Tracts 5A5 and 7A and along said westerly right-of-way line of Railroad Drive, South 28°25'36" West, a distance of 276.67 feet to a set iron rod for corner;

THENCE, leaving said westerly right-of-way line of Railroad Drive, 188.91 feet along the arc of a curve to the right whose radius is 548.69 feet, whose interior angle is 19°43'35", whose chord bears South 78°07'38" West, a distance of 187.98 feet to a set rod for corner;

THENCE, South 87°59'26" West, a distance of 100.00 feet to a set rod for corner at the common boundary corner of Tracts 7A and 1 and the westerly right-of-way line of Railroad Drive;

THENCE, leaving said common boundary corner and along the westerly right-of-way of Railroad Drive, South 90°00'00" West, a distance of 1,313.00 feet to a found 5/8 rebar rod for corner;

THENCE, North 01°04'00" West, a distance of 53.45 feet to a found 5/8 iron rod for corner at the easterly right-of-way line of Dyer Street;

THENCE, along the said easterly right-of-way line of Dyer Street, North 43°16'00" East, a distance of 318.18 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 443,198.17 square feet or 10.1744 acres of land more or less.

CAD Consulting Co.
1790 Lee Trevino Drive. Suite 309
El Paso, Texas 79936
(915) 633-6422
I:\M&B\2021\21-1381_12100 Dyer St (Exhibit B).wpb



12100 Dyer Street

City Plan Commission — October 21, 2021 - **REVISED**



CASE NUMBER:	PZRZ21-00016
CASE MANAGER:	David Samaniego, (915) 212-1608, SamaniegoDC@elpasotexas.gov
PROPERTY OWNERS:	Futureland Industrial Joint Venture, Joseph J Ayoub, and George J Ayoub
REPRESENTATIVE:	Del Rio Engineering Inc.
LOCATION:	12100 Dyer Street (District 4)
PROPERTY AREA:	34.8879 acres
REQUEST:	Parcel 1: Rezone from R-F (Ranch and Farm) to R-5 (Residential) Parcel 2: Rezone from M-1 (Light Manufacturing) to C-4 (Commercial)
RELATED APPLICATIONS:	N/A
PUBLIC INPUT:	None received as of October 14, 2021

SUMMARY OF REQUEST: The applicant is requesting to rezone Parcel 1 from R-F (Ranch and Farm) to R-5 (Residential) and Parcel 2 from M-1 (Light Manufacturing) to C-4 (Commercial) to allow for residential and commercial development.

SUMMARY OF STAFF RECOMMENDATION: Staff recommends **APPROVAL** of the request with the following condition:

1. "That a 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."

The recommendation is based on the compatibility of the proposed zoning districts with the surrounding commercial and manufacturing zone 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.

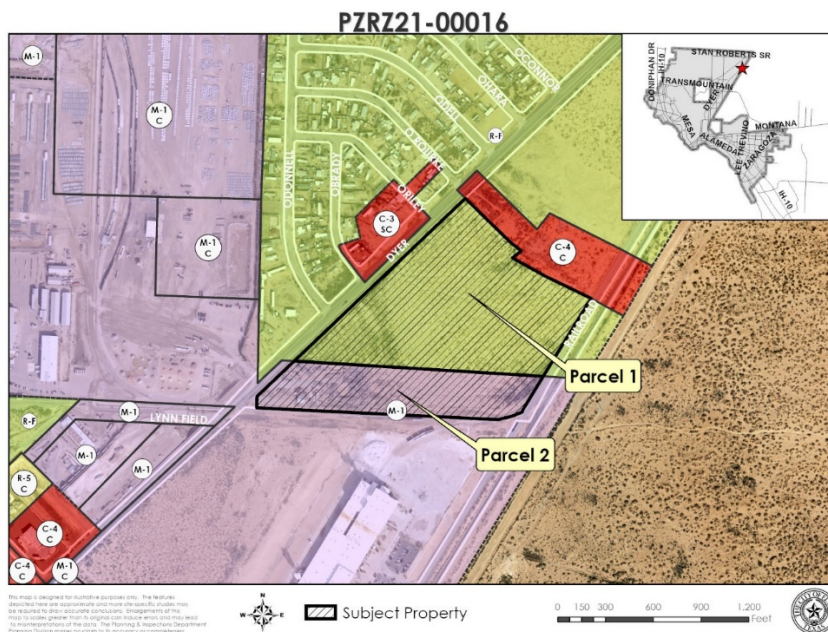


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone two (2) parcels of land within the City of El Paso - Parcel 1: from R-F (Ranch and Farm) to R-5 (Residential); and Parcel 2: from M-1 (Light Manufacturing) to C-4 (Commercial), to allow for residential and commercial uses. The conceptual site plan, totaling approximately 34.8883 acres, proposes 142 residential lots, one commercial lot, one pond site, and one park site. Access to the subject property is proposed from Dyer Street.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed development meets the intent of the G-4, Suburban (Walkable) land use designation of *Plan El Paso* in the Northeast planning area. The proposed zone districts are consistent with the surrounding commercial and manufacturing districts in the immediate area, and meet the established character of the surrounding neighborhood.

COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p><u>G-4, Suburban (Walkable):</u> This sector applies to modern single-use residential subdivisions and office parks, large schools and parks, and suburban shopping centers. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p>	<p>Yes, the G4, Suburban (Walkable) land use designation is compatible with the proposed R-5 (Residential) and C-4 (Commercial) zone districts and the abutting M-1 (Light Manufacturing), and C-4/c (Commercial/condition) zone districts. The proposed use of single-family lots is permitted in the R-5 (Residential) zone district with a minimum lot area of 4,500-square feet.</p>
<p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p><u>R-5 (Residential) District:</u> The purpose of the district is to promote and preserve residential development within the city to create basic neighborhood units. It is intended that the district regulations maintain a low density of dwelling units supporting a suburban-urban interface that permits developments utilizing varying lot configurations. The regulations of the districts will permit primarily single-family and two-family residential areas, and recreational and institutional uses incidental to and serving the neighborhood.</p> <p><u>C-4 (Commercial) District:</u> The purpose of the 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</p>	<p>Yes, the proposed zoning districts are compatible with the surrounding zoning districts. The property abutting to the north is zoned C-4/c (Commercial/condition) and is currently vacant. Properties to the west are zoned C-3/sc (Commercial/special contract) and R-F (Ranch and Farm) and feature an automotive garage, single-family homes, mobile homes, and horse stables. The property to the south is zoned M-1 (Light Manufacturing) and features manufacturing uses. Properties to the east are vacant and are part of the Fort Bliss military base.</p>

COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with Plan El Paso, consider the following factors:	
transition from general business areas to industrial and manufacturing uses, and to accommodate major locations of commerce, service and employment activities.	
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 subject property is located along Dyer Street, which is classified as a major arterial on the City of El Paso's Major Thoroughfare Plan (MTP).
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.	No, the proposed development is not located within 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.	The subject property does not involve greenfield/environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area is in transition and the proposed development is compatible with the existing residential zoning and uses of the surrounding properties. There have been recent rezoning requests for properties northeast of the subject property in 2021.
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 and manufacturing uses for the property. The established neighborhood is comprised of residential, commercial, and manufacturing development. There have been recent rezoning requests for properties northeast of the subject property in 2021.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The subject property has access from Dyer Street, which is classified as a major arterial on the City of El Paso's Major Thoroughfare Plan (MTP). In addition, water and sanitary sewer service to the development will require water and sanitary sewer main extensions, as per comments from El Paso Water. Water/sewer service and additional infrastructure will be addressed at the Subdivision stage.

PUBLIC COMMENT: The subject property lies within the Northeast Planning area. Notices were mailed to property owners within 300 feet of the subject property on October 8, 2021. As of October 14, 2021, Planning has not received any communication in support of or opposition 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:

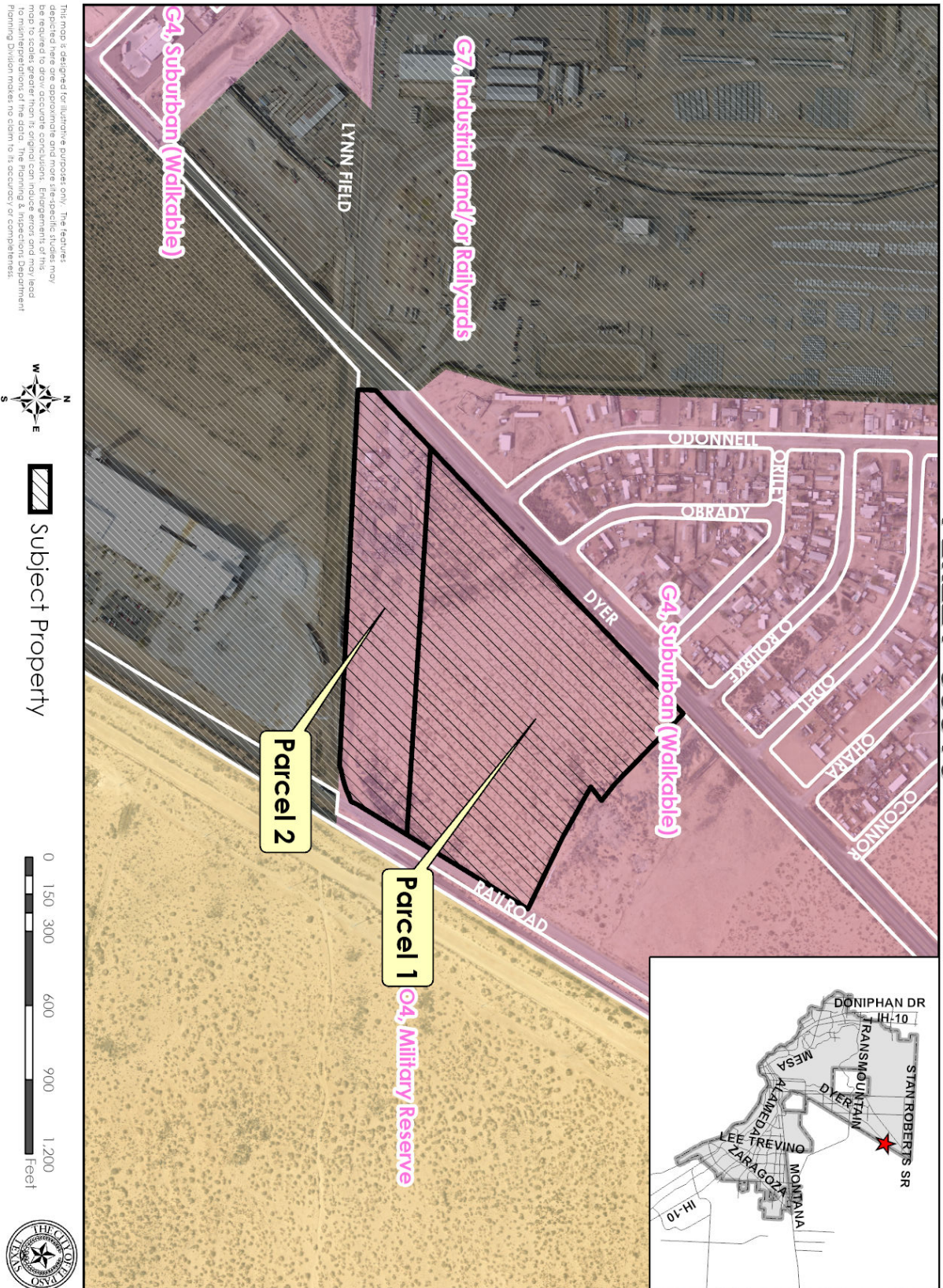
1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan.
(Staff Recommendation)
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:

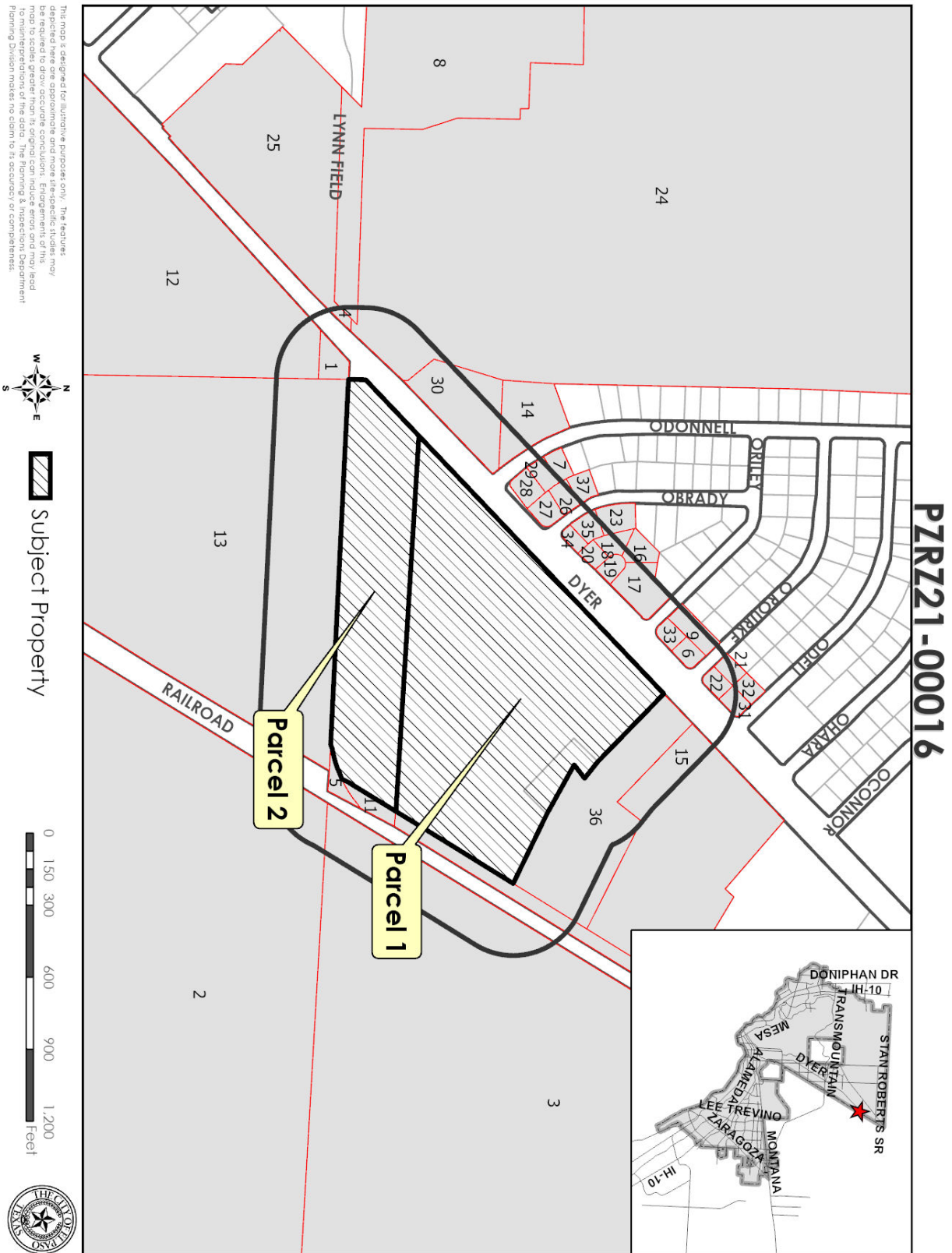
1. Future Land Use Map
2. Neighborhood Notification Boundary Map
3. Conceptual Site Plan
4. Department Comments

ATTACHMENT 1

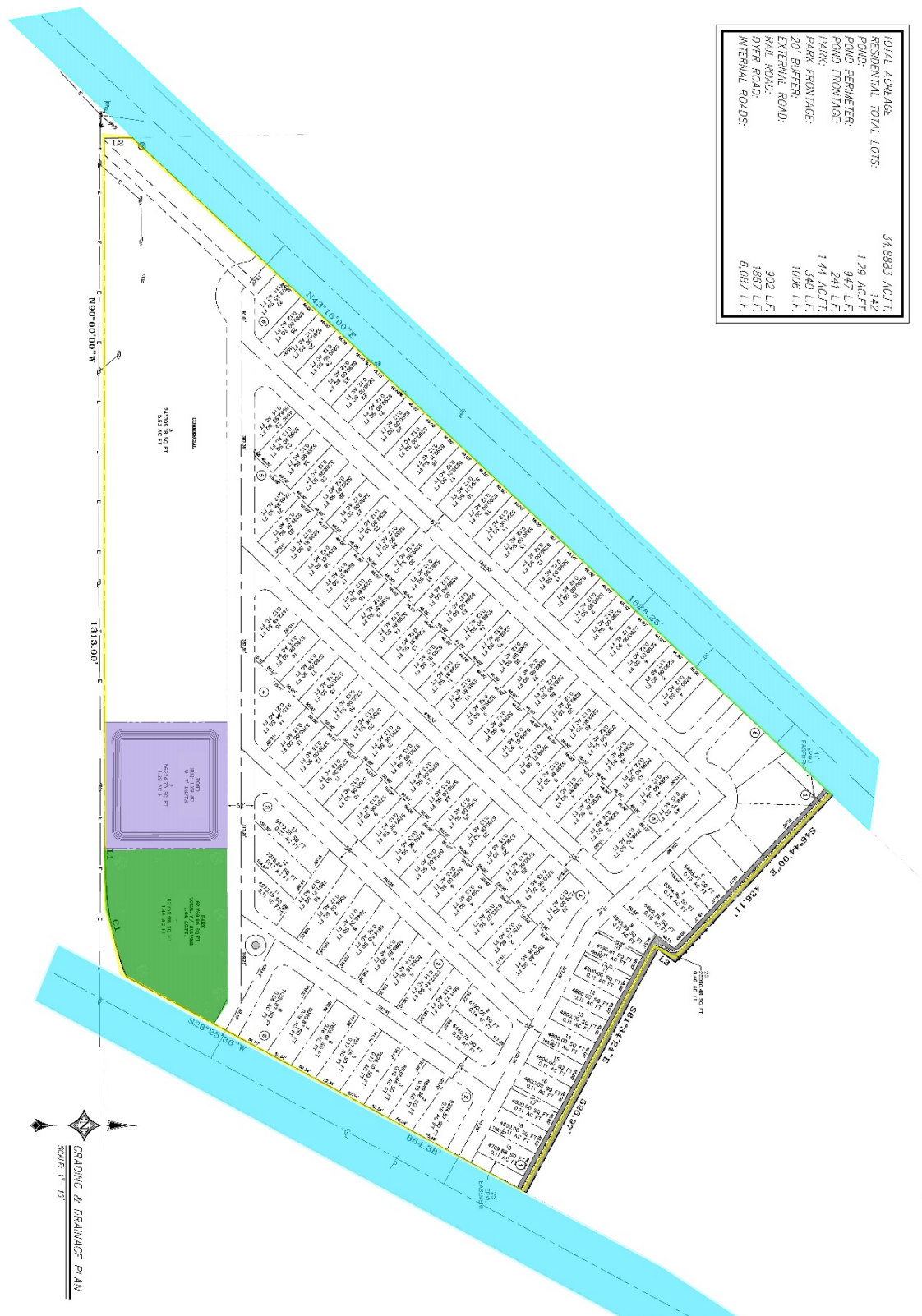
PZRZ21-00016



ATTACHMENT 2



101A. ACMAOE.	34.8883 ACFT.
RESIDENTIAL TOTAL LOTS.	142
POND:	1.29 ACFT
POND PERMETER.	947 L.F.
POND FLOW/INQ.	241 L.F.
PARK:	1.44 ACFT.
PARK FLOW/INQ:	349 L.F.
20 BUFFER.	1006 L.F.
EXTERNAL ROAD.	902 L.F.
RAIL ROAD:	1887 L.F.
DYER ROAD.	6.08/ 1.4
INTERNAL ROADS.	



sheet # RE-D107	Design By SM	<div><div>SUBDIVISION CONCEPT B</div><div>12100 DYER</div><div>34 ACRES</div><div>CITY OF EL PASO, EL PASO COUNTY, TEXAS</div></div>	<div><div><div><div>D</div><div>R</div><div>E</div></div><div>Del Rio Engineering, Inc.</div></div><div>700 West 22nd Street El Paso, Texas 79901-2906 Phone: (915) 762-2255 Fax: (915) 762-2906 TDD: (915) 762-1092</div></div> <div>The undersigned, architect, has prepared this subdivision concept, is qualified and is licensed to practice in the State of Texas. This subdivision is not intended to be construed as a warranty or endorsement of any product or other project. The architect is not responsible for the accuracy of the information provided by the client. The architect is not responsible for the accuracy of the information provided by the client. The architect is not responsible for the accuracy of the information provided by the client.</div>	<div><div>The undersigned, engineer, has prepared this subdivision concept, is qualified and is licensed to practice in the State of Texas. This subdivision is not intended to be construed as a warranty or endorsement of any product or other project. The engineer is not responsible for the accuracy of the information provided by the client. The engineer is not responsible for the accuracy of the information provided by the client. The engineer is not responsible for the accuracy of the information provided by the client.</div></div>	<div><div>The undersigned, surveyor, has prepared this subdivision concept, is qualified and is licensed to practice in the State of Texas. This subdivision is not intended to be construed as a warranty or endorsement of any product or other project. The surveyor is not responsible for the accuracy of the information provided by the client. The surveyor is not responsible for the accuracy of the information provided by the client. The surveyor is not responsible for the accuracy of the information provided by the client.</div></div>	<div><div>The undersigned, planner, has prepared this subdivision concept, is qualified and is licensed to practice in the State of Texas. This subdivision is not intended to be construed as a warranty or endorsement of any product or other project. The planner is not responsible for the accuracy of the information provided by the client. The planner is not responsible for the accuracy of the information provided by the client. The planner is not responsible for the accuracy of the information provided by the client.</div></div>	<div><div>The undersigned, environmental consultant, has prepared this subdivision concept, is qualified and is licensed to practice in the State of Texas. This subdivision is not intended to be construed as a warranty or endorsement of any product or other project. The environmental consultant is not responsible for the accuracy of the information provided by the client. The environmental consultant is not responsible for the accuracy of the information provided by the client. The environmental consultant is not responsible for the accuracy of the information provided by the client.</div></div>	<div><div>The undersigned, other professional, has prepared this subdivision concept, is qualified and is licensed to practice in the State of Texas. This subdivision is not intended to be construed as a warranty or endorsement of any product or other project. The other professional is not responsible for the accuracy of the information provided by the client. The other professional is not responsible for the accuracy of the information provided by the client. The other professional is not responsible for the accuracy of the information provided by the client.</div></div>
DATE 05/10/21	DRAWING BY MF							
TITLE Subdiv	SCALE As Shown							

ATTACHMENT 4

Planning and Inspections Department – Planning

Recommend approval.

Planning and Inspections Department – Plan Review and Landscaping

Recommend approval.

Planning and Inspections Department – Land Development

1. Coordination with TXDOT for access and drainage requirements will be required at time of development.
2. Clarify 41' EPWU easement dimension because it is skewed.
3. Label what the NE boundary feature is i.e. hike and bike trail, drainage structure, etc.
4. The retention of all storm-water runoff discharge volumes is required within this subdivision's limits and shall comply with all provisions of Muni-Code 19.19.10A, DSC Panel 1-4C-J, and DDM Section 11.1.

El Paso Water

We have reviewed the request described above and provide the following comments:

Existing PSB easement is to be shown on the plans.

The subject property is located within the City of El Paso Northeast Impact Fee service area. Impact fees are due at the time that El Paso Water receives an application for water and sewer services.

Water:

There is an existing 12-inch diameter water main that extends along the east side of Dyer Street. No water services from this main are allowed since the main is exclusively dedicated to provide service to the McGregor Range site.

There is an existing 12-inch diameter water main that extends along Railroad Drive. This line ends approximately 1,000-feet south of the subject property. A 12-inch water main extension from this main along the entire frontage of Railroad Dr. will be necessary to provide water service to the subject property.

A 16-inch diameter water main that will be located parallel to Dyer Street and within a 40-foot PSB easement in the southwest corner of the subject property. Design is completed and the start of construction is estimated to be within EPWater fiscal year 21-22. No direct service connections are allowed to this main as per the El Paso Water - Public Service Board Rules & Regulations but this main will be available for main extensions.

Proposed 41-foot PSB easement within Lot 2 Block 1 is not necessary. Proposed 25-foot easement east of Lot 19 Block 1 is not necessary.

Sanitary Sewer

There is no sanitary sewer mains in the vicinity of the subject property at this time. The 36-inch diameter Northeast Dyer/Railroad Drive Interceptor design is completed and construction is estimated to start within EPWater fiscal year 21-22. No direct service connections are allowed to this main as per the El Paso Water - Public Service Board Rules & Regulations but this main will be available for main extensions. This sewer main will be located parallel to Dyer Street and within a 40-foot PSB easement in the southwest corner of the subject property.

General

In addition to the water main extensions described above, water and sanitary sewer main extensions within the subdivision and covering the frontage will be required. The owner is responsible for the costs of on-site and off-site water and sanitary sewer main extensions.

Dyer Street is Texas Department of Transportation (TxDOT) right-of-way. All proposed water and sanitary sewer work to be performed within Dyer Street requires permission from TxDOT.

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.

Application for water and sanitary sewer services should be made 6 to 8 weeks prior to 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.

EP Water-SW reviewed the property described above and provide the following comments:

1. EPWater-SW requires on-site retention of all developed runoff; ensure runoff does not flow off-site.
2. The proposed ponding area shall have enough capacity to hold the developed runoff for a designated 100-yr. storm event.

Texas Department of Transportation

Our Access Management Committee will meet on 10/1/2021 and might have comments at that time.

Streets and Maintenance Department

Please address comments provided in the email sent 09/13/21 regarding the submitted TIA.

*This will be deferred to the Subdivision stage, based on peak hour trip calculations and in accordance with El Paso City Code Section 19.18.010.B(4) - Planning

El Paso County Water Improvement District #1

Not within the boundaries of EPCWID1

Fire Department

Recommend approval.

Sun Metro

Recommend approval – no objections.



12100 Dyer St. Rezoning

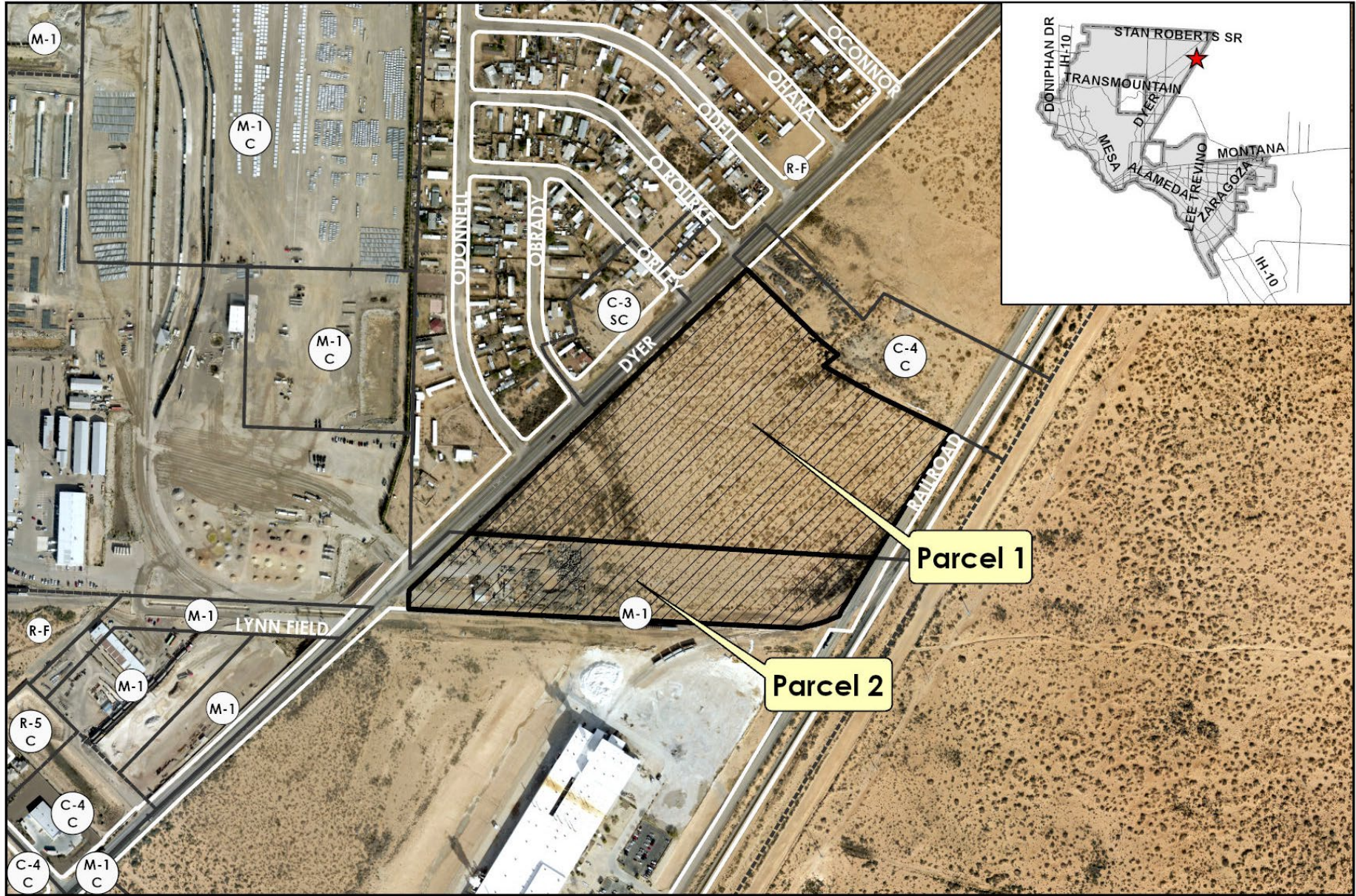
PZRZ21-00016

Strategic Goal 3.

Promote the Visual Image of
El Paso



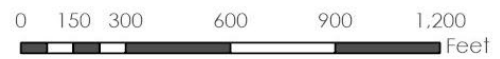
Aerial



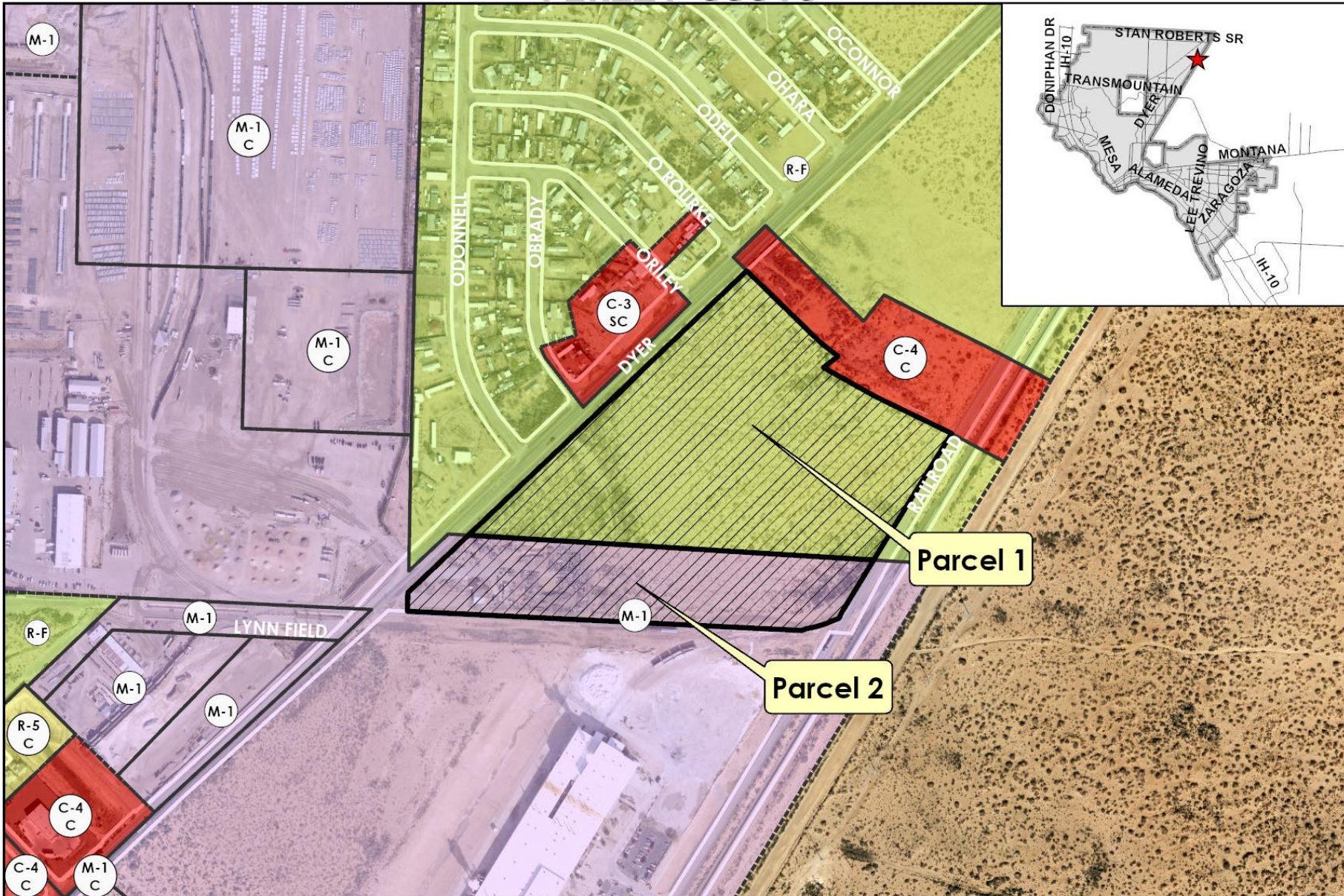
This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.



 Subject Property



PZRZ21-00016



Existing Zoning

This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.

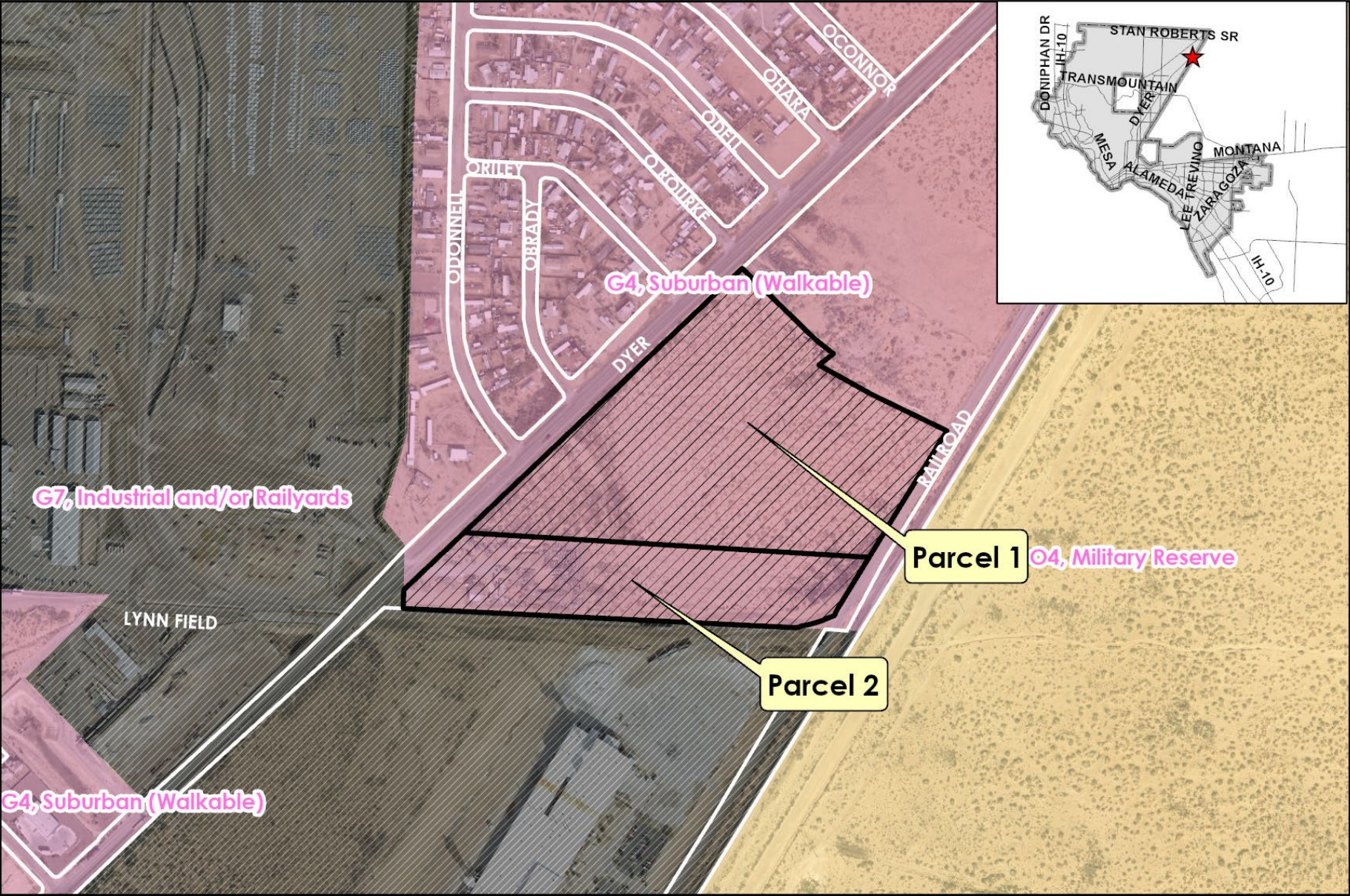


 Subject Property

0 150 300 600 900 1,200 Feet



Future Land Use



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.

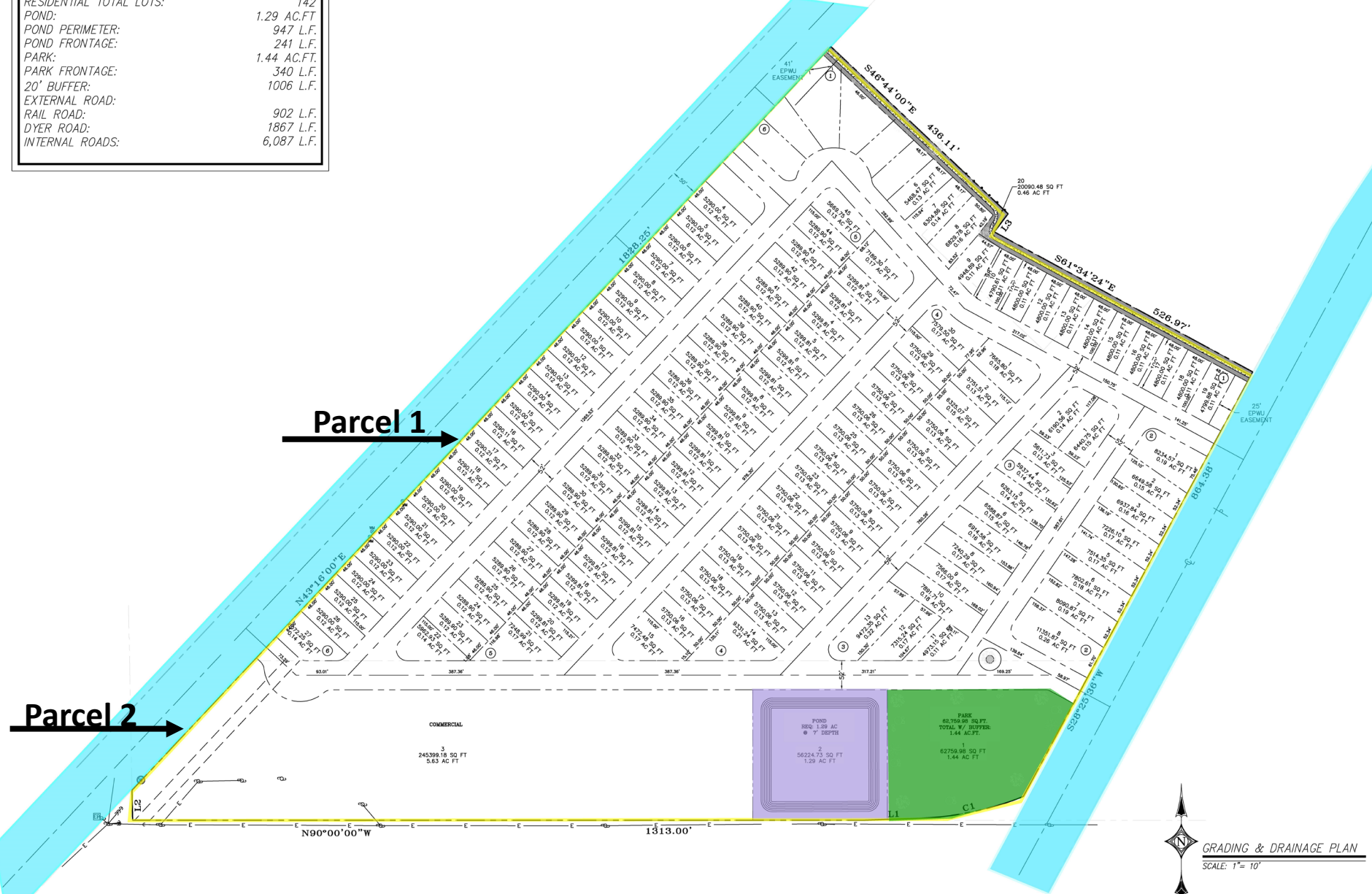
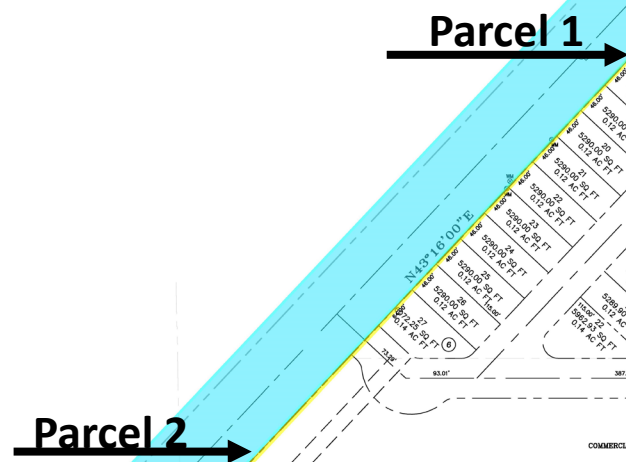


 Subject Property

0 150 300 600 900 1,200 Feet



TOTAL ACREAGE	34.8883 AC.FT.
RESIDENTIAL TOTAL LOTS:	142
POND:	1.29 AC.FT.
POND PERIMETER:	947 L.F.
POND FRONTAGE:	241 L.F.
PARK:	1.44 AC.FT.
PARK FRONTAGE:	340 L.F.
20' BUFFER:	1006 L.F.
EXTERNAL ROAD:	
RAIL ROAD:	902 L.F.
DYER ROAD:	1867 L.F.
INTERNAL ROADS:	6,087 L.F.



GRADING & DRAINAGE PLAN
SCALE: 1" = 10'

[illegible]

Conceptual Plan



Subject Property



Surrounding Development



W



N



E

S

Public Input

- Notices were mailed to property owners within 300 feet on October 8, 2021.
- As October 21, 2021 the Planning Division has not received any communications in support nor opposition to the request.



Recommendation

Staff recommends approval of the rezoning request with the following condition:

- “That a 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.”



Mission

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



Vision

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



Values

Integrity, Respect, Excellence, Accountability, People



Legislation Text

File #: 21-1319, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Airport, Sam Rodriguez, (915) 212-0065

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

AGENDA LANGUAGE:

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

The linkage to the Strategic Plan is subsection 1.4 - Grow the core business of air transportation

Award Summary:

Discussion and action on the award of Solicitation 2022-0080 Reconstruction of Taxiways J & K2 (Re-Bid) to Jordan Foster Construction, LLC for an estimated award of \$5,617,975.00. The project consists of pavement improvements that will bring the taxiway geometry at the north cargo buildings into compliance with current FAA design standards. Taxiway K2 will be reconstructed and a new Taxiway J9 will be constructed to replace aging pavement and conform with current FAA requirements.

Department:	Aviation
Award to:	Jordan Foster Construction, LLC
	El Paso, TX
Item(s):	Base Bid
Initial Term:	220 Consecutive Calendar Days
Base Bid:	\$5,617,975.00
Total Estimated Award:	\$5,617,975.00
Funding Source:	Federal Aviation Administration and Airport Enterprise
Account:	562-3010-62330-580170-G62A204003
	562-3080-62330-580170-G62A204003
District(s):	All

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Aviation Departments recommend award as indicated to Jordan Foster Construction, 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.

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

AGENDA DATE: November 23, 2021
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Sam Rodriguez, Chief Operations and Transportation Officer, Aviation Director
and City Engineer, (915) 212-1845
Bruce D. Collins, Director of Purchasing & Strategic Sourcing, (915) 212-1181

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 1.4 – Grow the core business of air transportation

SUBJECT:

Discussion and action on the award of Solicitation 2022-0080 Reconstruction of Taxiways J & K2 (Re-Bid) to Jordan Foster Construction, LLC for an estimated total award of \$5,617,975.00.

BACKGROUND / DISCUSSION:

The El Paso International Airport is installing pavement improvements that will bring the taxiway geometry at the north cargo buildings into compliance with current FAA design standards. Taxiway K2 will be reconstructed and a new Taxiway J9 will be constructed to replace aging pavement and conform with current FAA requirements.

SELECTION SUMMARY:

Solicitation was advertised on September 14, 2021 and September 21, 2021. The solicitation was posted on City website on September 14, 2021. The email (Purmail) notification was sent out on September 16, 2021. There were a total of one hundred seven (107) viewers online; four (4) bids were received; two (2) from local suppliers.

CONTRACT VARIANCE:

N/A

PROTEST

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$5,617,975.00

Funding Source: FAA Grant and Airport Enterprise

Account: 562-3080/3010-62330-580170-G62A204003

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: El Paso International Airport

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:



Sam Rodriguez, Chief Operations and Transportation Officer,
Aviation Director and City Engineer

**COUNCIL PROJECT FORM
(Low Bid)**

*******POSTING LANGUAGE BELOW*******

Please place the following item on the **REGULAR AGENDA** for the Council Meeting of **November 23, 2021**.

STRATEGIC GOAL 1 – Cultivate an Environment Conducive to Strong, Sustainable Economic Development

The linkage to the Strategic Plan is subsection 1.4 - Grow the core business of air transportation

Award Summary:

Discussion and action on the award of solicitation 2022-0080 Reconstruction of Taxiways J & K2 (Re-Bid) to Jordan Foster Construction, LLC for an estimated award of \$5,617,975.00. The project consists of pavement improvements that will bring the taxiway geometry at the north cargo buildings into compliance with current FAA design standards. Taxiway K2 will be reconstructed and a new Taxiway J9 will be constructed to replace aging pavement and conform with current FAA requirements.

Department:	Aviation
Award to:	Jordan Foster Construction, LLC El Paso, TX
Item(s):	Base Bid
Initial Term:	220 Consecutive Calendar Days
Base Bid:	\$5,617,975.00
Total Estimated Award:	\$5,617,975.00
Funding Source:	Federal Aviation Administration and Airport Enterprise
Account:	562-3010-62330-580170-G62A204003 562-3080-62330-580170-G62A204003
District(s):	All

This is a Low Bid procurement, unit price contract.

The Purchasing & Strategic Sourcing and Aviation Departments recommend award as indicated to Jordan Foster Construction, 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

2022-0080 Reconstruction of Taxiways J & K2 (Re-Bid)

Bid Tab Summary

No.	Bidder Name	Base Bid and Mobilization
1	Jordan Foster Construction, LLC	\$ 5,617,975.00
2	Spartan Construction of Texas, Inc.	\$ 7,147,864.26
3	Sundt Construction, Inc.	\$ 7,448,355.00
4	Dan Williams Company	\$ 7,644,107.50



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Reconstruction of Taxiways J & K2 (Re-Bid)								BID NO: 2022-0080	
BID DATE: October 20, 2021								DEPARTMENT: Capital Improvement	
				Dan Williams Company		Jordan Foster Construction, LLC		Spartan Construction of Texas, Inc.	
				Austin, TX		El Paso, TX		El Paso, TX	
				Bidder 1 of 4		Bidder 2 of 4		Bidder 3 of 4	
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
BASE BID I: Reconstruaction of Raxiways J & K2 - Unit Price Schedule									
1	1	LS	Construction Safety and Security	\$ 400,000.00	\$ 400,000.00	\$ 95,000.00	\$ 95,000.00	\$ 43,759.00	\$ 43,759.00
2	1	LS	Trench and Excavation Safety Systems	\$ 20,000.00	\$ 20,000.00	\$ 2,000.00	\$ 2,000.00	\$ 8,741.00	\$ 8,741.00
3	4,960	SY	Recycled Asphalt Pavement (RAP) Millings (4")	\$ 15.00	\$ 74,400.00	\$ 7.00	\$ 34,720.00	\$ 2.35	\$ 11,656.00
									Contractor's Price: \$11,654.00
4	1	LS	Lockout/Tagout and Constant Current Regulator Calibration Procedures	\$ 20,000.00	\$ 20,000.00	\$ 9,400.00	\$ 9,400.00	\$ 10,437.00	\$ 10,437.00
5	1	LS	ALCMS Modifications Construction Support	\$ 20,000.00	\$ 20,000.00	\$ 7,600.00	\$ 7,600.00	\$ 8,404.00	\$ 8,404.00
6	8	EA	Existing Electrical Manhole or Handhole, Removed	\$ 2,500.00	\$ 20,000.00	\$ 1,300.00	\$ 10,400.00	\$ 352.75	\$ 2,822.00
7	92	EA	Existing Base Mounted Edge Light, Removed	\$ 50.00	\$ 4,600.00	\$ 250.00	\$ 23,000.00	\$ 52.44	\$ 4,824.48
									Contractor's Price: \$4,825.00

Approved By: ___/S/___
Date: __10/26/2021__



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Reconstruction of Taxiways J & K2 (Re-Bid) **BID NO:** 2022-0080
BID DATE: October 20, 2021 **DEPARTMENT:** Capital Improvement

				Dan Williams Company Austin, TX Bidder 1 of 4		Jordan Foster Construction, LLC El Paso, TX Bidder 2 of 4		Spartan Construction of Texas, Inc. El Paso, TX Bidder 3 of 4	
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
8	15	EA	Existing Base Mounted Guidance Sign, Removed	\$ 130.00	\$ 1,950.00	\$ 1,200.00	\$ 18,000.00	\$ 145.66	\$ 2,184.90
									Contractor's Price: \$2,185.00
9	15	EA	Existing Base Mounted Guidance Sign, Removed with Base to Remain	\$ 130.00	\$ 1,950.00	\$ 140.00	\$ 2,100.00	\$ 145.66	\$ 2,184.90
									Contractor's Price: \$2,185.00
10	2	EA	Existing In-Pavement Runway Light, Removed with Base to Remain	\$ 120.00	\$ 240.00	\$ 130.00	\$ 260.00	\$ 134.00	\$ 268.00
11	108	EA	Existing Taxiway Edge Light, Removed with Base to Remain and New Blank Cover Installed	\$ 200.00	\$ 21,600.00	\$ 200.00	\$ 21,600.00	\$ 216.78	\$ 23,412.24
									Contractor's Price: \$23,413.00
12	25,000	LF	Existing Electrical Duct Bank or Conduit, Cleared	\$ 0.30	\$ 7,500.00	\$ 0.30	\$ 7,500.00	\$ 0.32	\$ 8,000.00
									Contractor's Price: \$8,159.00
13	500	LF	Existing Electrical Duct Bank or Conduit, Removed	\$ 10.00	\$ 5,000.00	\$ 13.00	\$ 6,500.00	\$ 8.23	\$ 4,115.00
									Contractor's Price: \$4,117.00
14	6	EA	Existing Base Mounted Edge Light, Removed with Pavement Repair	\$ 50.00	\$ 300.00	\$ 250.00	\$ 1,500.00	\$ 52.50	\$ 315.00
15	1	LS	Temporary Airfield Lighting	\$ 50,000.00	\$ 50,000.00	\$ 31,000.00	\$ 31,000.00	\$ 34,033.00	\$ 34,033.00

Approved By: ___/S/___
Date: __10/26/2021___



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Reconstruction of Taxiways J & K2 (Re-Bid) **BID NO:** 2022-0080
BID DATE: October 20, 2021 **DEPARTMENT:** Capital Improvement

				Dan Williams Company Austin, TX Bidder 1 of 4		Jordan Foster Construction, LLC El Paso, TX Bidder 2 of 4		Spartan Construction of Texas, Inc. El Paso, TX Bidder 3 of 4	
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
16	1	LS	Contractor Quality Control Program (CQCP)	\$ 300,000.00	\$ 300,000.00	\$ 120,000.00	\$ 120,000.00	\$ 116,550.00	\$ 116,550.00
17	1	LS	Temporary Erosion Control	\$ 150,000.00	\$ 150,000.00	\$ 28,000.00	\$ 28,000.00	\$ 124,640.00	\$ 124,640.00
18	30,900	SY	Full Depth Pavement Removal (Including Stabilized Base)	\$ 5.00	\$ 154,500.00	\$ 5.00	\$ 154,500.00	\$ 6.74	\$ 208,266.00
									Contractor's Price: \$208,297.00
19	1,050	SY	Concrete Pavement Removal	\$ 25.00	\$ 26,250.00	\$ 30.00	\$ 31,500.00	\$ 17.62	\$ 18,501.00
									Contractor's Price: \$18,506.00
20	25,300	SY	4" Cold Milling	\$ 1.50	\$ 37,950.00	\$ 1.25	\$ 31,625.00	\$ 4.41	\$ 111,573.00
21	2,900	SY	Variable Depth Colding Milling	\$ 2.00	\$ 5,800.00	\$ 2.25	\$ 6,525.00	\$ 7.04	\$ 20,416.00
									Contractor's Price: \$20,417.00
22	490	LF	Removal of Pipe	\$ 30.00	\$ 14,700.00	\$ 30.00	\$ 14,700.00	\$ 32.95	\$ 16,145.50
									Contractor's Price: \$16,150.00
23	2	EA	Inlet Removal	\$ 1,800.00	\$ 3,600.00	\$ 3,500.00	\$ 7,000.00	\$ 1,409.50	\$ 2,819.00

Approved By: ___/S/___
Date: __10/26/2021__



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Reconstruction of Taxiways J & K2 (Re-Bid) **BID NO:** 2022-0080
BID DATE: October 20, 2021 **DEPARTMENT:** Capital Improvement

				Dan Williams Company Austin, TX Bidder 1 of 4		Jordan Foster Construction, LLC El Paso, TX Bidder 2 of 4		Spartan Construction of Texas, Inc. El Paso, TX Bidder 3 of 4	
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
24	430	SY	Concrete Ditch Removal	\$ 20.00	\$ 8,600.00	\$ 18.00	\$ 7,740.00	\$ 24.69	\$ 10,616.70 Contractor's Price: \$10,619.00
25	25,500	CY	Unclassified Excavation	\$ 10.00	\$ 255,000.00	\$ 9.00	\$ 229,500.00	\$ 12.76	\$ 325,380.00 Contractor's Price: \$325,437.00
26	1,600	CY	Unsuitable Excavation	\$ 8.00	\$ 12,800.00	\$ 9.00	\$ 14,400.00	\$ 14.66	\$ 23,456.00 Contractor's Price: \$23,470.00
27	29,010	SY	6" Cement Treated Subgrade	\$ 3.00	\$ 87,030.00	\$ 2.00	\$ 58,020.00	\$ 3.48	\$ 100,954.80 Contractor's Price: \$100,976.00
28	680	TN	Cement	\$ 200.00	\$ 136,000.00	\$ 190.00	\$ 129,200.00	\$ 273.89	\$ 186,245.20 Contractor's Price: \$186,247.00
29	16,910	SY	11" Crushed Aggregate Base Course	\$ 20.00	\$ 338,200.00	\$ 14.00	\$ 236,740.00	\$ 16.44	\$ 278,000.40 Contractor's Price: \$278,007.00
30	28,580	SY	5" Cement-Treated Base Course	\$ 18.50	\$ 528,730.00	\$ 15.00	\$ 428,700.00	\$ 32.78	\$ 936,852.40 Contractor's Price: \$936,881.00
31	3,960	TN	4" Asphalt Surface Course (Shoulder)	\$ 110.00	\$ 435,600.00	\$ 82.00	\$ 324,720.00	\$ 104.65	\$ 414,414.00 Contractor's Price: \$414,449.00

Approved By: ___/S/___
Date: __10/26/2021__



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Reconstruction of Taxiways J & K2 (Re-Bid) **BID NO:** 2022-0080
BID DATE: October 20, 2021 **DEPARTMENT:** Capital Improvement

				Dan Williams Company Austin, TX Bidder 1 of 4		Jordan Foster Construction, LLC El Paso, TX Bidder 2 of 4		Spartan Construction of Texas, Inc. El Paso, TX Bidder 3 of 4	
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
32	24,360	SY	15" Concrete Pavement	\$ 100.00	\$ 2,436,000.00	\$ 77.00	\$ 1,875,720.00	\$ 89.36	\$ 2,176,809.60
									Contractor's Price: \$2,176,816.00
33	3,800	SY	15" Concrete Pavement (Reinforced)	\$ 130.00	\$ 494,000.00	\$ 85.00	\$ 323,000.00	\$ 101.03	\$ 383,914.00
									Contractor's Price: \$383,939.00
34	250	LF	23" x 36" Class IV Reinforced Concrete Arch Pipe	\$ 400.00	\$ 100,000.00	\$ 240.00	\$ 60,000.00	\$ 228.85	\$ 57,212.50
									Contractor's Price: \$57,214.00
35	250	LF	36" Class IV Reinforced Concrete Pipe	\$ 300.00	\$ 75,000.00	\$ 200.00	\$ 50,000.00	\$ 186.90	\$ 46,725.00
36	1	EA	Heavy Grate Inlet (3 Grates)	\$ 45,000.00	\$ 45,000.00	\$ 18,000.00	\$ 18,000.00	\$ 18,979.00	\$ 18,979.00
37	1	EA	Heavy Grate Inlet (2 Grates)	\$ 35,000.00	\$ 35,000.00	\$ 14,000.00	\$ 14,000.00	\$ 14,129.00	\$ 14,129.00
38	1	EA	Junction Box Grate Inlet (2 Grates)	\$ 35,000.00	\$ 35,000.00	\$ 17,000.00	\$ 17,000.00	\$ 18,508.00	\$ 18,508.00
39	1	EA	Standard 72" Manhole	\$ 15,000.00	\$ 15,000.00	\$ 8,700.00	\$ 8,700.00	\$ 17,593.00	\$ 17,593.00

Approved By: ___/S/___
Date: __10/26/2021__



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Reconstruction of Taxiways J & K2 (Re-Bid) **BID NO:** 2022-0080
BID DATE: October 20, 2021 **DEPARTMENT:** Capital Improvement

				Dan Williams Company Austin, TX Bidder 1 of 4		Jordan Foster Construction, LLC El Paso, TX Bidder 2 of 4		Spartan Construction of Texas, Inc. El Paso, TX Bidder 3 of 4	
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
40	1,660	SY	8" Concrete Ditch Paving	\$ 105.00	\$ 174,300.00	\$ 48.00	\$ 79,680.00	\$ 91.48	\$ 151,856.80
									Contractor's Price: \$151,868.00
41	29,100	LF	No. 8 AWG, 5kV, L-824, Type C Cable, Installed in Trench, Duct Bank, or Conduit	\$ 2.20	\$ 64,020.00	\$ 2.50	\$ 72,750.00	\$ 2.55	\$ 74,205.00
									Contractor's Price: \$74,276.00
42	10,000	LF	No. 6 AWG, Solid, Bare Copper Counterpose Wire, Installed in Trench, Above the Duct Bank or Conduit, Including Connections/Terminations	\$ 2.35	\$ 23,500.00	\$ 2.50	\$ 25,000.00	\$ 2.68	\$ 26,800.00
									Contractor's Price: \$26,807.00
43	475	LF	Concrete Encased Electrical Duct Bank, 2-Way 2-inch C, 24-inch Minimum Cover	\$ 36.50	\$ 17,337.50	\$ 39.00	\$ 18,525.00	\$ 42.42	\$ 20,149.50
									Contractor's Price: \$20,151.00
44	500	LF	Concrete Encased Electrical Conduit, 1-Way 2-inch C	\$ 20.00	\$ 10,000.00	\$ 21.00	\$ 10,500.00	\$ 23.31	\$ 11,655.00
45	4,750	LF	Flowable Fill Encased Electrical Conduit, 1-Way 2-inch C	\$ 26.00	\$ 123,500.00	\$ 27.00	\$ 128,250.00	\$ 29.72	\$ 141,170.00
									Contractor's Price: \$141,171.00
46	1,450	LF	Concrete Encased Electrical Conduit, 1-Way 2-inch C, Installed in Existing Pavement with Sawcut and Repair	\$ 34.00	\$ 49,300.00	\$ 36.00	\$ 52,200.00	\$ 39.39	\$ 57,115.50
									Contractor's Price: \$57,121.00
47	200	LF	Non Encased Electrical Conduit, 1-Way 2-inch C	\$ 20.00	\$ 4,000.00	\$ 21.00	\$ 4,200.00	\$ 23.31	\$ 4,662.00

Approved By: ___/S/___
Date: __10/26/2021__



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Reconstruction of Taxiways J & K2 (Re-Bid)								BID NO: 2022-0080	
BID DATE: October 20, 2021								DEPARTMENT: Capital Improvement	
				Dan Williams Company Austin, TX Bidder 1 of 4		Jordan Foster Construction, LLC El Paso, TX Bidder 2 of 4		Spartan Construction of Texas, Inc. El Paso, TX Bidder 3 of 4	
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
48	2,150	LF	Elastomeric Concrete Encased 1-Way 2-inch C, Installed in Shallow Trench in Existing Concrete Pavement with Sawcut and Repair	\$ 23.00	\$ 49,450.00	\$ 24.00	\$ 51,600.00	\$ 26.22	\$ 56,373.00
									Contractor's Price: \$56,381.00
49	1	EA	Aircraft-Rated Electrical Handhole, Interior Dimensions 4'L x 4'W x 4'D, with Concrete Housekeeping Pad	\$ 28,000.00	\$ 28,000.00	\$ 29,000.00	\$ 29,000.00	\$ 32,110.00	\$ 32,110.00
50	4	EA	Concrete Encased Electrical Junction Structure, L-867 Class 1, Size 16" Diameter by 24" Depth, Installed	\$ 1,550.00	\$ 6,200.00	\$ 1,600.00	\$ 6,400.00	\$ 1,771.50	\$ 7,086.00
51	1	EA	L-858(L) Base Mounted, Size 3, 1-Module Guidance Sign, Installed	\$ 4,200.00	\$ 4,200.00	\$ 4,400.00	\$ 4,400.00	\$ 4,803.00	\$ 4,803.00
52	2	EA	L-858(L) Base Mounted, Size 3, 2-Module Guidance Sign, Installed	\$ 5,000.00	\$ 10,000.00	\$ 5,300.00	\$ 10,600.00	\$ 5,827.50	\$ 11,655.00
53	2	EA	L-858(L) Base Mounted, Size 3, 2-Module Guidance Sign, Installed in Existing Shoulder Pavement	\$ 5,200.00	\$ 10,400.00	\$ 5,400.00	\$ 10,800.00	\$ 5,955.50	\$ 11,911.00
54	8	EA	L-858(L) Base Mounted, Size 3, 3-Module Guidance Sign, Installed	\$ 6,050.00	\$ 48,400.00	\$ 6,300.00	\$ 50,400.00	\$ 7,008.12	\$ 56,064.96
									Contractor's Price: \$56,065.00
55	1	EA	L-862 Base Mounted Runway Edge Light, Installed in Shoulder Pavement	\$ 2,000.00	\$ 2,000.00	\$ 2,100.00	\$ 2,100.00	\$ 2,331.00	\$ 2,331.00

Approved By: ___/S/___
Date: __10/26/2021__

2022-0080 Reconstrction of Taxiways J K2 (Re-Bid)

7 of 18



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Reconstruction of Taxiways J & K2 (Re-Bid)								BID NO: 2022-0080	
BID DATE: October 20, 2021								DEPARTMENT: Capital Improvement	
				Dan Williams Company Austin, TX Bidder 1 of 4		Jordan Foster Construction, LLC El Paso, TX Bidder 2 of 4		Spartan Construction of Texas, Inc. El Paso, TX Bidder 3 of 4	
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals
56	75	EA	L-861T(L) Base Mounted Taxiway Edge Light, Installed in New Shoulder Pavement	\$ 1,600.00	\$ 120,000.00	\$ 1,700.00	\$ 127,500.00	\$ 1,856.64	\$ 139,248.00
57	9	EA	L-861T(L) Base Mounted Taxiway Edge Light, Installed in Existing Shoulder Pavement	\$ 4,200.00	\$ 37,800.00	\$ 4,300.00	\$ 38,700.00	\$ 4,778.55	\$ 43,006.95 Contractor's Price: \$43,007.00
58	2	EA	L-862 Base Mounted Runway Edge Light, Installed on Existing Base	\$ 1,250.00	\$ 2,500.00	\$ 1,400.00	\$ 2,800.00	\$ 1,457.00	\$ 2,914.00
59	33	EA	L-861T(L) Base Mounted Taxiway Edge Light, Installed in Existing Full-Strength Pavement	\$ 4,300.00	\$ 141,900.00	\$ 4,600.00	\$ 151,800.00	\$ 4,959.21	\$ 163,653.93 Contractor's Price: \$163,654.00
60	5	EA	Existing Guidance Sign with New Panels, Installed	\$ 1,600.00	\$ 8,000.00	\$ 1,700.00	\$ 8,500.00	\$ 1,859.00	\$ 9,295.00
61	2	EA	L-858C Unlit, Base Mounted Taxiway Ending Marker Sign, Installed	\$ 3,500.00	\$ 7,000.00	\$ 3,700.00	\$ 7,400.00	\$ 4,079.50	\$ 8,159.00

Approved By: ___/S/___
Date: __10/26/2021___



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Reconstruction of Taxiways J & K2 (Re-Bid)			BID NO: 2022-0080
BID DATE: October 20, 2021			DEPARTMENT: Capital Improvement
	Dan Williams Company Austin, TX Bidder 1 of 4	Jordan Foster Construction, LLC El Paso, TX Bidder 2 of 4	Spartan Construction of Texas, Inc. El Paso, TX Bidder 3 of 4
Sum Total – Base Bid (Items 1-61)	\$ 7,319,107.50	\$ 5,352,975.00	\$ 6,830,081.26 Contractor's Price: \$7,148,371.00
Mobilization (Not to exceed 5% of Sum Total of Base Bid)	\$ 325,000.00	\$ 265,000.00	\$ 317,783.00
Sum Total (Base Bid and Mobilization)	\$ 7,644,107.50	\$ 5,617,975.00	\$ 7,147,864.26 Contractor's Price: \$7,148,371.00
Bid Bond	Yes	Yes	Yes
Amendments Acknowledged	Yes	Yes	Yes

Approved By: __/S/____
Date: __10/26/2021____



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Reconstruction of Taxiways J & K2 (Re-Bid)								BID NO: 2022-0080	
BID DATE: October 20, 2021								DEPARTMENT: Capital Improvement	
				Sundt Construction, Inc. Trempe, AZ Bidder 4 of 4					
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals				
UNIT PRICE SCHEDULE: BASE BID									
1	1	LS	Construction Safety and Security	\$ 211,500.00	\$ 211,500.00				
2	1	LS	Trench and Excavation Safety Systems	\$ 10,000.00	\$ 10,000.00				
3	4,960	SY	Recycled Asphalt Pavement (RAP) Millings (4")	\$ 2.00	\$ 9,920.00				
4	1	LS	Lockout/Tagout and Constant Current Regulator Calibration Procedures	\$ 25,000.00	\$ 25,000.00				
5	1	LS	ALCMS Modifications Construction Support	\$ 15,000.00	\$ 15,000.00				
6	8	EA	Existing Electrical Manhole or Handhole, Removed	\$ 600.00	\$ 4,800.00				
7	92	EA	Existing Base Mounted Edge Light, Removed	\$ 35.00	\$ 3,220.00				

Approved By: ___/S/___
 Date: __10/26/2021__



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Reconstruction of Taxiways J & K2 (Re-Bid)	BID NO: 2022-0080
BID DATE: October 20, 2021	DEPARTMENT: Capital Improvement

				Sundt Construction, Inc. Trempe, AZ Bidder 4 of 4					
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals				
8	15	EA	Existing Base Mounted Guidance Sign, Removed	\$ 100.00	\$ 1,500.00				
9	15	EA	Existing Base Mounted Guidance Sign, Removed with Base to Remain	\$ 100.00	\$ 1,500.00				
10	2	EA	Existing In-Pavement Runway Light, Removed with Base to Remain	\$ 110.00	\$ 220.00				
11	108	EA	Existing Taxiway Edge Light, Removed with Base to Remain and New Blank Cover Installed	\$ 185.00	\$ 19,980.00				
12	25,000	LF	Existing Electrical Duct Bank or Conduit, Cleared	\$ 0.25	\$ 6,250.00				
13	500	LF	Existing Electrical Duct Bank or Conduit, Removed	\$ 14.00	\$ 7,000.00				
14	6	EA	Existing Base Mounted Edge Light, Removed with Pavement Repair	\$ 35.00	\$ 210.00				
15	1	LS	Temporary Airfield Lighting	\$ 50,000.00	\$ 50,000.00				

Approved By: ___/S/___
Date: __10/26/2021__



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Reconstruction of Taxiways J & K2 (Re-Bid) **BID NO:** 2022-0080
BID DATE: October 20, 2021 **DEPARTMENT:** Capital Improvement

				Sundt Construction, Inc. Trempe, AZ Bidder 4 of 4					
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals				
16	1	LS	Contractor Quality Control Program (CQCP)	\$ 275,000.00	\$ 275,000.00				
17	1	LS	Temporary Erosion Control	\$ 40,000.00	\$ 40,000.00				
18	30,900	SY	Full Depth Pavement Removal (Including Stabilized Base)	\$ 6.00	\$ 185,400.00				
19	1,050	SY	Concrete Pavement Removal	\$ 25.00	\$ 26,250.00				
20	25,300	SY	4" Cold Milling	\$ 1.20	\$ 30,360.00				
21	2,900	SY	Variable Depth Colding Milling	\$ 2.35	\$ 6,815.00				
22	490	LF	Removal of Pipe	\$ 25.00	\$ 12,250.00				
23	2	EA	Inlet Removal	\$ 1,500.00	\$ 3,000.00				

Approved By: ___/S/___
Date: __10/26/2021__



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Reconstruction of Taxiways J & K2 (Re-Bid)	BID NO: 2022-0080
BID DATE: October 20, 2021	DEPARTMENT: Capital Improvement

				Sundt Construction, Inc. Trempe, AZ Bidder 4 of 4					
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals				
24	430	SY	Concrete Ditch Removal	\$ 18.00	\$ 7,740.00				
25	25,500	CY	Unclassified Excavation	\$ 10.00	\$ 255,000.00				
26	1,600	CY	Unsuitable Excavation	\$ 12.00	\$ 19,200.00				
27	29,010	SY	6" Cement Treated Subgrade	\$ 3.00	\$ 87,030.00				
28	680	TN	Cement	\$ 220.00	\$ 149,600.00				
29	16,910	SY	11" Crushed Aggregate Base Course	\$ 14.00	\$ 236,740.00				
30	28,580	SY	5" Cement-Treated Base Course	\$ 24.00	\$ 685,920.00				
31	3,960	TN	4" Asphalt Surface Course (Shoulder)	\$ 80.00	\$ 316,800.00				

Approved By: ___/S/___
Date: __10/26/2021__



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Reconstruction of Taxiways J & K2 (Re-Bid)	BID NO: 2022-0080
BID DATE: October 20, 2021	DEPARTMENT: Capital Improvement

				Sundt Construction, Inc. Trempe, AZ Bidder 4 of 4					
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals				
32	24,360	SY	15" Concrete Pavement	\$ 120.00	\$ 2,923,200.00				
33	3,800	SY	15" Concrete Pavement (Reinforced)	\$ 135.00	\$ 513,000.00				
34	250	LF	23" x 36" Class IV Reinforced Concrete Arch Pipe	\$ 210.00	\$ 52,500.00				
35	250	LF	36" Class IV Reinforced Concrete Pipe	\$ 185.00	\$ 46,250.00				
36	1	EA	Heavy Grate Inlet (3 Grates)	\$ 17,000.00	\$ 17,000.00				
37	1	EA	Heavy Grate Inlet (2 Grates)	\$ 18,000.00	\$ 18,000.00				
38	1	EA	Junction Box Grate Inlet (2 Grates)	\$ 19,000.00	\$ 19,000.00				
39	1	EA	Standard 72" Manhole	\$ 10,000.00	\$ 10,000.00				

Approved By: ___/S/___
Date: __10/26/2021__



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Reconstruction of Taxiways J & K2 (Re-Bid) **BID NO:** 2022-0080
BID DATE: October 20, 2021 **DEPARTMENT:** Capital Improvement

				Sundt Construction, Inc. Trempe, AZ Bidder 4 of 4					
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals				
40	1,660	SY	8" Concrete Ditch Paving	\$ 60.00	\$ 99,600.00				
41	29,100	LF	No. 8 AWG, 5kV, L-824, Type C Cable, Installed in Trench, Duct Bank, or Conduit	\$ 2.00	\$ 58,200.00				
42	10,000	LF	No. 6 AWG, Solid, Bare Copper Counterpose Wire, Installed in Trench, Above the Duct Bank or Conduit, Including Connections/Terminations	\$ 2.20	\$ 22,000.00				
43	475	LF	Concrete Encased Electrical Duct Bank, 2-Way 2-inch C, 24-inch Minimum Cover	\$ 34.00	\$ 16,150.00				
44	500	LF	Concrete Encased Electrical Conduit, 1-Way 2-inch C	\$ 18.00	\$ 9,000.00				
45	4,750	LF	Flowable Fill Encased Electrical Conduit, 1-Way 2-inch C	\$ 24.00	\$ 114,000.00				
46	1,450	LF	Concrete Encased Electrical Conduit, 1-Way 2-inch C, Installed in Existing Pavement with Sawcut and Repair	\$ 31.00	\$ 44,950.00				
47	200	LF	Non Encased Electrical Conduit, 1-Way 2-inch C	\$ 14.00	\$ 2,800.00				

Approved By: ___/S/___
Date: __10/26/2021__



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Reconstruction of Taxiways J & K2 (Re-Bid) **BID NO: 2022-0080**
BID DATE: October 20, 2021 **DEPARTMENT: Capital Improvement**

				Sundt Construction, Inc. Trempe, AZ Bidder 4 of 4					
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals				
48	2,150	LF	Elastomeric Concrete Encased 1-Way 2-inch C, Installed in Shallow Trench in Existing Concrete Pavement with Sawcut and Repair	\$ 20.00	\$ 43,000.00				
49	1	EA	Aircraft-Rated Electrical Handhole, Interior Dimensions 4'L x 4'W x 4'D, with Concrete Housekeeping Pad	\$ 26,500.00	\$ 26,500.00				
50	4	EA	Concrete Encased Electrical Junction Structure, L-867 Class 1, Size 16" Diameter by 24" Depth, Installed	\$ 1,140.00	\$ 4,560.00				
51	1	EA	L-858(L) Base Mounted, Size 3, 1-Module Guidance Sign, Installed	\$ 3,775.00	\$ 3,775.00				
52	2	EA	L-858(L) Base Mounted, Size 3, 2-Module Guidance Sign, Installed	\$ 4,565.00	\$ 9,130.00				
53	2	EA	L-858(L) Base Mounted, Size 3, 2-Module Guidance Sign, Installed in Existing Shoulder Pavement	\$ 4,565.00	\$ 9,130.00				
54	8	EA	L-858(L) Base Mounted, Size 3, 3-Module Guidance Sign, Installed	\$ 5,700.00	\$ 45,600.00				
55	1	EA	L-862 Base Mounted Runway Edge Light, Installed in Shoulder Pavement	\$ 1,720.00	\$ 1,720.00				

Approved By: ___/S/___
Date: __10/26/2021__



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Reconstruction of Taxiways J & K2 (Re-Bid)						BID NO: 2022-0080			
BID DATE: October 20, 2021						DEPARTMENT: Capital Improvement			
				Sundt Construction, Inc. Trempe, AZ Bidder 4 of 4					
Item No.	Approx. Quantity	Unit	Brief Description of Item	Unit Price (In Figures)	Total Amount (Quantity X Unit Price) Do Not Round Only Two Decimals				
56	75	EA	L-861T(L) Base Mounted Taxiway Edge Light, Installed in New Shoulder Pavement	\$ 1,490.00	\$ 111,750.00				
57	9	EA	L-861T(L) Base Mounted Taxiway Edge Light, Installed in Existing Shoulder Pavement	\$ 3,900.00	\$ 35,100.00				
58	2	EA	L-862 Base Mounted Runway Edge Light, Installed on Existing Base	\$ 965.00	\$ 1,930.00				
59	33	EA	L-861T(L) Base Mounted Taxiway Edge Light, Installed in Existing Full-Strength Pavement	\$ 3,900.00	\$ 128,700.00				
60	5	EA	Existing Guidance Sign with New Panels, Installed	\$ 1,495.00	\$ 7,475.00				
61	2	EA	L-858C Unlit, Base Mounted Taxiway Ending Marker Sign, Installed	\$ 3,065.00	\$ 6,130.00				

Approved By: ___/S/___
Date: __10/26/2021__



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Reconstruction of Taxiways J & K2 (Re-Bid)		BID NO: 2022-0080	
BID DATE: October 20, 2021		DEPARTMENT: Capital Improvement	
	Sundt Construction, Inc. Trempe, AZ Bidder 4 of 4		
Sum Total – Base Bid (Items 1-61)	\$ 7,103,355.00		
Mobilization (Not to exceed 5% of Sum Total of Base Bid)	\$ 345,000.00		
Sum Total (Base Bid and Mobilization)	\$ 7,448,355.00		
Bid Bond	Yes		
Amendments Acknowledged	Yes		

Approved By: __/S/ __
Date: __10/26/2021__

Views

2022-0080 - Recosntruction of Taxiways J and K2

	Name	Company
1	McElroy, Michael	1981
2	Hidalgo, Mario	A Brothers Milling L
3	Skertchly, Edgar	AAA General Contrato
4	Dittmar, Mark	Access Communication
5	Longwell, Brenda	ADB Safegate
6	ELLIS, MARK	Air Moving Equipment
7	Denney, Courtney	Airport Lighting Sys
8	Magdaleno, Jesus	Allen Concrete Inc.
9	Chacon, Salvador	Allied Paving Compan
10	Rugh, John	AMTEK
11	Flores, Sergio	Atlas Technical Cons
12	Robertson, Paul	Austin Bridge And Ro
13	Lopez, Ricardo	Aztec Contractors, I
14	Bid, Judge	BidJudge.com
15	Luna, Hector	Black Stallion Contr
16	Acosta, David	Border Demolition An
17	cole, chuck	bowen
18	Bustillos, Roman	Brock And Bustillos
19	burke, wiliam	Burke Insurance Grou
20	Concha, David	CEA Group
21	Ponzio, Ronnie	ced
22	Villalobos, Braulio	CIJ General Contract
23	Brayan, Chavarria	CMD Endeavors
24	STINSON, MORGAN	ConstructConnect
25	Regis, Pearl	Construction Bid Sou
26	Exton, Pamela	Construction Journal
27	Wood, Jane	Construction Reporte
28	Deg, Maria	Contractors Register
29	Mendoza, Pedro	Dan Williams Company
30	Management, Source	Deltek
31	ZAPPAVIGNA, JIM	DIAMOND DRILLING And
32	Hudson, Brad	Direx Construction,
33	Loganathan, Jayalakshmi	Dodge Data And Analy
34	Soto, Daniel	DRS Rock Materials,
35	Alshouse, Aaron	Dustrol Inc.
36	Flanagan, Susan	Eaton's Crouse-Hinds
37	Lujan, Rosie	ECM International
38	RAMOS, RAFAEL	EMINENT GENERAL CONT
39	marquez, hector	Encon International
40	Shelly, McCarron	ESCO CONSTRUCTION CO
41	Olquin, Mike	F and W Electrical C
42	Flores Warnock, Paula Patricia	FloWar
43	Bible, Colin	Garver
44	Torres, Angelica	GCC Sun City Materia
45	Ambrozi, Fritz	GDS, LLC Ambrozi C
46	Bathe, Abhijit	Geometrics Engineeri
47	spencer, robert	HD SUPPLY . WHITE CA
48	Bruner, Adam	Head, Inc.
49	Morkovsky, Jeremy	Hensel Phelps
50	De Stefano, Luis Rene	Horizone Const. 1 LT
51	Olivas, Pedro	HPO Construction LLC
52	Rosario, Edwin	Hypower Inc.
53	Balai, Rakesh	i- Sourcing Technolo
54	Estel, Aaron	Industrial Fabrics
55	Cervantes, Marlana	J. CARRIZAL GENERAL
56	Guillermo, Ovies	J.A.R
57	Kincaid, Kenneth	J.D. Abrams L.P.
58	Isom, Jeff	Jam Materials
59	Flores, Hugo	JMR Demolition

Views

2022-0080 - Recosntruction of Taxiways J and K2

	Name	Company
60	Paredes, Raul	Jobe Materials
61	Lowrance, Gloria	Jobe Materials, L.P.
62	Figueroa, Joseph	Jordan Foster Constr
63	Soto, Mauro	LAC Construction
64	Lean, Doron	Lean Engineering
65	Soto, Emily	Longhorn Electrical
66	Benson, Dave	Lumacurve Airfield S
67	Nelson, Lori	Mariso Sinacola And
68	mota, pablo	Martinez Brothers Co
69	Villasenor, Diego	Marvel
70	Villanueva, Veronica	Mirador Enterprises
71	Briseno, Fernando	Mission Trail Constr
72	Ortiz, Cano	Mr.
73	Drapes, Michael	MTI Ready Mix
74	Sigala, Fernando	Paragon Project Reso
75	Ramirez, Mike	Parkhill, Smith And
76	Silva, Luis	Perikin Enterprises
77	HESSNEY, STEVE	PMI Pavement Marking
78	Jones, Kim	Prime Vendor Inc.
79	Uddin, Nisar	QTO Solutions
80	Morris, Bryan	RBM Engineeering, In
81	Rodriguez, Manny	RDZ BUILD
82	Ramirez, Mario	Rinker Materials
83	Sanchez, Lynette	Royal Electric
84	Lopez, Ana	RSAndH
85	Neph, Elliot	RSAndH, Inc.
86	Tawzer, Jeff	Rural Electric, Inc.
87	Bjornsson, Ron	Smartprocure
88	ALLEN, STEVE	SPARTAN CONSTRUCTION
89	Soyster, Mark	Sundt Construction
90	JOHNSON, TERENCE	Terence Keith Johnso
91	Hernandez, Cecilia	The PlanIt Room
92	Diaz, Christian	TIA Facility Service
93	Motta, Alejandro	Tri-State Electric,
94	Diaz, Rebeca	Vesta Rea And Associ
95	Olquin, Jeannette	Vitual Builders Exch
96	Austin, Fork	Wayne Enterprises
97	Vaquera, Israel	yucca contracting
98	Construction, Ztex	Ztex Construction
99	Swearingen, Clinton	
100	Bid Docs, SW	
101	James, Hardison	
102	Watson, Frank	
103	Maldonado, Mariana	
104	Banquil, Lovely	
105	Reyes, Manuel	
106	pinnamaneni, vamsi	
107	Sherman, Daniel	

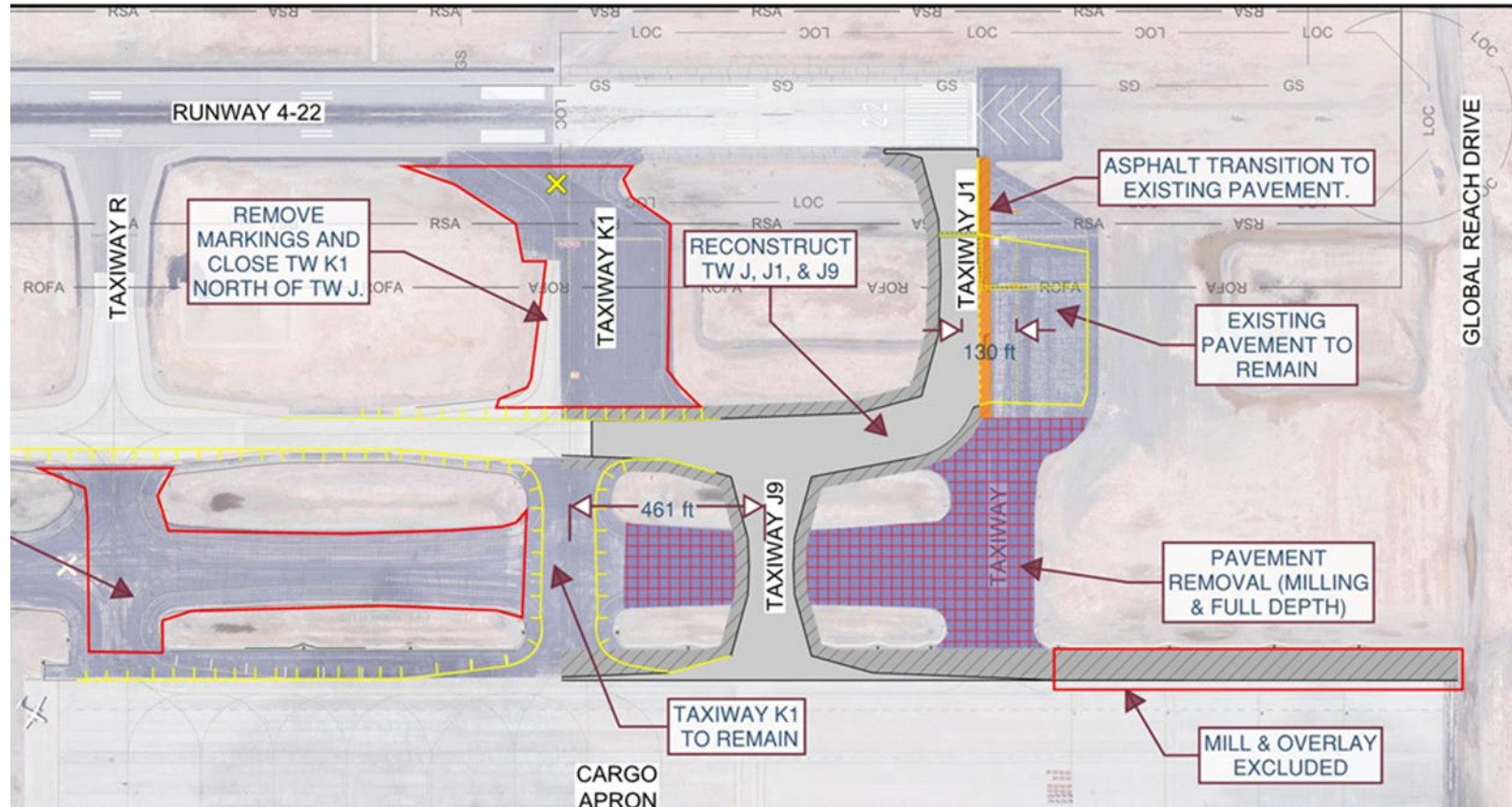
EPIA Reconstruction of TWYS J and K2

Solicitation 2022-080

November 23, 2021

Project Scope of Work

- Includes construction of TWY J9 and reconstruction of TWY K2.
- Taxiway edge lighting and signage
- Maintains a location for jet aircraft run-ups



Project Details



Location:	El Paso International Airport
District(s):	ALL
Funding Source:	FAA Grant and Airport Enterprise
Today's Request for Action	\$5,617,975.00

Procurement Summary

- Low Bid Procurement Method
 - Solicitation Advertised on September 14, 2021
 - Four (4) bids were received
 - Two (2) from local suppliers
- Recommendation
 - The contract be awarded to the lowest responsive bidder Jordan Foster Construction LLC in the amount of \$5,617,975.00

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,
Accountability, **P**eople



Legislation Text

File #: 21-1330, **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 on a Resolution that the City Manager or Designee be authorized to reprogram the projects identified in Exhibit A of the Resolution as Reprogrammed Zoo Projects and reallocate funding in the amount of ONE MILLION FIVE HUNDRED THOUSAND AND 00/DOLLARS (\$1,500,000) to the budget of the Penguins Exhibit and South American Exhibit Restrooms.

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

AGENDA DATE: November 23, 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. 4: Enhance El Paso's quality of life through recreational, cultural, and Educational Environments

SUB GOAL: 4.1. Deliver bond projects impacting quality of life across the city in a timely, efficient manner

SUBJECT:

Resolution that the City Manager or Designee be authorized to reprogram the projects identified in Exhibit A of this Resolution as Reprogrammed Zoo Projects and reallocate the funding to the budget of the Penguins Exhibit and South American Exhibit Restrooms.

BACKGROUND / DISCUSSION:

In March 2012 the El Paso Zoo and the City of El Paso contracted for the development of a master plan that would provide a framework for moving the zoo forward in a positive direction. The 2012 Quality of Life bond allocated \$50,000,000 for zoo improvements in accordance with the master plan. To date, approximately \$25,000,000 has been expended on zoo projects; an additional \$21,000,000 is budgeted for active zoo projects.

Between the approval of the projects and associated budgets the best practices for zoo exhibits have evolved so as to enhance the customer experience, protect the health and welfare of the animals, and ensure that zoo visitors are kept a safe distance from the animals. Because of this and updated estimates to reflect the final design and account for post-pandemic escalation in material and labor costs the costs for zoo exhibits have increased. The approved budget for the Penguin Exhibit and South American Restrooms is \$5,166,324; the required funding to complete the exhibit is \$6,666,324 leaving a funding variance of \$1,500,000. Staff is recommending reprogramming funds from projects that have not yet been initiated to cover the shortfall as shown in Attachment A.

PRIOR COUNCIL ACTION:

On February 18, 2020 Council approved reallocation of funds from the Tapir. African Exhibit Restrooms, Administration Building, and the Asia Discover Center in the amount of \$1,472,993 to the Penguin Exhibit and South American Exhibit Restrooms.

AMOUNT AND SOURCE OF FUNDING:

\$1,500,000 2012 Quality of Life Bonds allocated for zoo projects.

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

Revised 04/09/2021

PRIMARY DEPARTMENT: Capital Improvement Department
SECONDARY DEPARTMENT: El Paso Zoo

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

DEPARTMENT HEAD:

X *Jerry DeMuro/for*

Sam Rodriguez, P.E., City Engineer

Attachment A

Project	Budget	Recommended Action
Alligator Exhibit	\$ 685,950	Transfer budget to Penguin Exhibit
African Bird Indoor Holding	\$ 294, 230	Transfer budget to Penguin Exhibit
Komodo Dragon Exhibit	\$4,323,900	Transfer \$519,820 to Penguin Exhibit
Total Recommended Transferred		\$1,500,000

RESOLUTION

WHEREAS, on February 5, 2013 the City Council approved the “2012 Quality of Life Bond Proposed 3 Year Roll-out Plan” which included the Alligator Exhibit, African Bird Indoor Holding, Komodo Dragon Exhibit, and the Penguins Exhibit; and

WHEREAS, pursuant to the paragraph 8 of Budget Resolution for FY2022, the City Manager or designee is authorized to increase or decrease the budget for up to \$1,000,000.00 for any capital projects within a Capital Improvement Program (CIP) approved by the City Council; and

WHEREAS, the City desires to reallocate funds allocated to the following projects: Alligator Exhibit, the African Bird Indoor Holding, and the Komodo Dragon Exhibit; and

WHEREAS, the funds will be reallocated to the Penguins Exhibit.

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

That the City Manager, or designee, be authorized to reallocate funds from the projects identified in Exhibit A of this Resolution to the Penguins Exhibit as shown in Exhibit A of this Resolution, for a total reallocation of funds in the amount of \$1,500,000; and that the City Manager, or designee, be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary.

ADOPTED THIS _____ DAY OF _____ 2021.

CITY OF EL PASO:

Oscar Leeser, Mayor

ATTEST:


Laura D. Prine, City Clerk

APPROVED AS TO FORM:



Omar De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:



Samuel Rodríguez, P.E., City Engineer
Capital Improvement Department

Exhibit “A”

Project	Budget	Recommended Action
Alligator Exhibit	\$ 685,950	Transfer budget to Penguin Exhibit
African Bird Indoor Holding	\$ 294, 230	Transfer budget to Penguin Exhibit
Komodo Dragon Exhibit	\$4,323,900	Transfer \$519,820 to Penguin Exhibit
Total Recommended Transferred		\$1,500,000



Quality of Life Zoo Funding – Penguin Exhibit and South American Exhibit Restrooms

November 23, 2021

Goal 8: Nurture and promote a healthy, sustainable community

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



El Paso Zoo Projects

Completed Projects

Project	Allocation	Status	Completion Year
African Wild Dog Exhibit	\$ 450,657	Complete	2016
Education Animal Holding	\$ 562,549	Complete	2016
Event Tent & Restrooms	\$ 2,000,923	Complete	2016
Reptile Building Completion	\$ 679,825	Complete	2016
Wildlife Theatre Stadium	\$ 1,910,960	Complete	2016
Africa Wetlands River Hog Exhibit	\$ 678,597	Complete	2017
Animal Holding Bldg 1	\$ 398,074	Complete	2017
South American Aviary Exh Upgrade	\$ 369,535	Complete	2017
Carousel Site/Asian Gateway	\$ 1,275,675	Complete	2018
Chihuahuan Desert Exhibit	\$ 16,441,553	Complete	2019
Elephant Exhibit Rehab	\$ 565,500	Complete	2019
Kalahari Discovery Center	\$ 123,192	Complete	2020
Total	\$ 25,457,041		

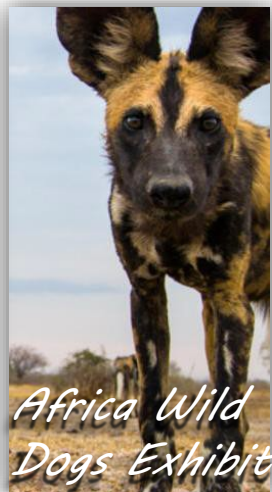


Reptile House



Giraffe Exhibit

El Paso Zoo Completed Projects



Public Art Installations at the Zoo



L'Mara



Pursuit



Persistencia

El Paso Zoo Projects Active Projects

Project	Allocation		Completion
Africa Bird Indoor Hold Area	\$300,000	Pre-Design	Spring 2022
Alligator Exhibit	\$685,950	Pre-Design	Spring 2023
Animal Holding Bldg. 2	\$875,336	Bidding	Early 2022
Animal Management	\$379,165	Ongoing	Winter 2023
Education Discovery Center	\$98,175	Design	TBD
Endangered Species Center	\$712,800	Planning Phase	Spring 2023
Galapagos Exhibit	\$573,029	Pre-Design	Winter 2022
Komodo Dragon Exhibit	\$4,323,900	Pre-Design	Spring 2023
Leopard Exhibit Renovation	\$332,775	Design	Spring 2022
Penguin Exhibit	\$4,752,497	Bidding	Fall 2022
South America Pavilion Restrooms	\$413,826	Construction	Fall 2022
Sea Lion Exhibit Upgrade	\$676,082	Bidding	Summer 2021
Support Elements - Shaded Concessions	\$316,592	Planning Phase	Early 2022
South American Pavilion Improvements	\$413,826	Bidding	Fall 2021
Support Elements Zoo Wide	\$6,332,000	Ongoing	Winter 2023
Vet Service Road - Support Elements	\$-	Planning Phase	Winter 2021
Total	\$ 21,185,953		



El Paso Zoo Penguin Exhibit

- The 2012 Quality of Life bond allocated \$50,000,000 for zoo improvements in accordance with the master plan.
- To date, approximately \$25,000,000 has been expended on zoo projects; an additional \$21,000,000 is budgeted for active zoo projects.
- Price Increases:
 - Material and Labor Costs post pandemic
 - Estimates have now been updated to match the final design
 - Enhance the customer experience
 - Updated standards to protect the health and welfare of the animals.



Artistic Rendering – Penguin Exhibit

El Paso Zoo Penguin Exhibit

- The approved budget for the Penguin Exhibit and South American Restrooms is \$5,166,324; the required funding to complete the exhibit is \$6,666,324 leaving a funding variance of \$1,500,000.
- Staff is recommending reprogramming funds from zoo projects that have not yet been initiated to cover the shortfall.



Artistic Rendering – Penguin Exhibit

El Paso Zoo Penguin Exhibit Funding Recommendation

- The Zoo has reviewed their work program and is recommending deferring the following projects to fully fund the exhibit:

Project	Allocation	Expended to Date	Phase	Recommendation
Alligator Exhibit	\$685,950	\$0	Pre-design	Transfer budget to Penguin Exhibit
African Bird Indoor Holding	\$294,230	\$0	Pre-design	Transfer budget to Penguin Exhibit
Komodo Dragon Exhibit	\$4,323,900	\$0	Pre-design	Transfer \$519,820 of the budget to Penguin Exhibit

- Zoo to continue to evaluate program and available funding.
- Zoo to continue pursuit of outside funding (grants/donations)

Discussion ?



Mission

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



Vision

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



Values

Integrity, Respect, Excellence, Accountability, People



Legislation Text

File #: 21-1325, 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) 212-0065

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

AGENDA LANGUAGE:

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

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

Award Summary:

Discussion and action on the award of Solicitation 2021-1422 Penguin Exhibit & SAP Restrooms (Re-Bid) to AZTEC CONTRACTORS, INC. for an estimated award of \$5,249,393.00. The Penguin exhibit will house Madagascar South America Penguins. The exhibit will include a fresh water exhibit pool, nests for penguin breeding, a quarantine and nursery pool, office space, beach area for the penguins, personal encounter space for guests and penguins, and stadium seating for guest shows. The SAP (South American Pavilion) Restrooms are new restrooms that will provide men and women restrooms, family restroom, and a nursing area room in the Americas section.

Department:	Capital Improvement
Award to:	AZTEC CONTRACTORS, INC.
	El Paso, TX
Item(s):	All
Initial Term:	450 Consecutive Calendar Days
Base Bid I:	\$4,630,393.00
Additive Alternate I:	\$ 5,000.00
Additive Alternate II:	\$ 12,000.00
Base Bid II:	\$ 603,000.00
Additive Alternate III:	\$ -1,000.00
Total Estimated Award:	\$5,249,393.00
Account No.:	452 - 4800 - 29010 - 580270 - PCP13ZOOA07
	452 - 4800 - 29010 - 580270 - PCP13ZOOD04
Funding Source:	2012 Quality of Life Bond
District(s):	8

This is a Competitive Sealed Proposal, lump sum contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to AZTEC CONTRACTORS, INC. the highest ranked offeror.

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.

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

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

AGENDA DATE: November 23, 2021

PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Sam Rodriguez, Chief Operations and Transportation Officer, Aviation Director and City Engineer, (915) 212-1845
Bruce D. Collins, Director of Purchasing & Strategic Sourcing, (915) 212-1181

DISTRICT(S) AFFECTED: 8

STRATEGIC GOAL: No. 4 – Enhance El Paso's Quality of Life through Recreational, Cultural and Educational Environments

SUBGOAL: 4.1 – Deliver bond projects impacting quality of life across the city in a timely, efficient manner.

SUBJECT:

Discussion and action on the award of solicitation 2021-1422 Penguin Exhibit & SAP Restrooms (Re-Bid) to AZTEC CONTRACTORS, INC. for Base Bid I: \$4,630,393.00; Base Additive Alternate I: \$5,000.00; Additive Alternate II: \$12,000.00; Base Bid II: \$603,000.00 and Additive Alternate III: \$-1,000.00 for a total estimated award of \$5,249,393.00.

BACKGROUND / DISCUSSION:

The 2012 Quality of Life Bond Allocation to the Zoo included funding for the Penguin Exhibit and SAP Restrooms, which are part of the El Paso Zoo's Master Plan that was completed in 2012. The Penguin exhibit will house Madagascar South America Penguins, which will be a new animal species to the zoo. The exhibit will include a fresh water exhibit pool, nests for penguin breeding, a quarantine and nursery pool, office space, beach area for the penguins, personal encounter space for guests and penguins, and stadium seating for guest shows. The SAP Restrooms are new restrooms that will provide men and women restrooms, family restroom, and a nursing area room in the Americas section.

SELECTION SUMMARY:

Solicitation was advertised on July 20, 2021 and July 27, 2021. The solicitation was posted on the City website on July 20, 2021. The email (Purmail) notification was sent out on July 22, 2021. There were a total of seventy-two (72) viewers. Two (2) proposals were received, two (2) from local suppliers, an Inadequate Competition Survey was conducted.

CONTRACT VARIANCE:

N/A

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: 5,249,393.00

Funding Source: 2012 Quality of Life Bond

Account: 452 – 4800 – 29010 – 580270 – PCP13ZOOA07

452 – 4800 – 29010 – 580270 – PCP13ZOOD04

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Capital Improvement

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:

Michael J. Vonasek P.E.

Michael J. Vonasek

Assistant Director of Construction 915 212 1800

For Sam Rodriguez, Chief Operations and Transportation Officer, Aviation Director and City Engineer

**COUNCIL PROJECT FORM
(Competitive Sealed Proposal)**

*******POSTING LANGUAGE BELOW*******

Please place the following item on the **REGULAR AGENDA** for the Council Meeting of **NOVEMBER 23, 2021**.

STRATEGIC GOAL 4 Enhance El Paso's Quality of Life through Recreational, Cultural and Educational Environments.

The linkage to the Strategic Plan is subsection 4.2 – 1 – Deliver bond projects impacting quality of life across the city in a timely, efficient manner.

Award Summary:

Discussion and action on the award of solicitation 2021-1422 Penguin Exhibit & SAP Restrooms (Re-Bid) to AZTEC CONTRACTORS, INC. for an estimated award of \$5,249,393.00. The Penguin exhibit will house Madagascar South America Penguins. The exhibit will include a fresh water exhibit pool, nests for penguin breeding, a quarantine and nursery pool, office space, beach area for the penguins, personal encounter space for guests and penguins, and stadium seating for guest shows. The SAP Restrooms are new restrooms that will provide men and women restrooms, family restroom, and a nursing area room in the Americas section.

Department:	Capital Improvement
Award to:	AZTEC CONTRACTORS, INC.
	El Paso, TX
Item(s):	All
Initial Term:	450 Consecutive Calendar Days
Base Bid I:	\$4,630,393.00
Additive Alternate I:	\$ 5,000.00
Additive Alternate II:	\$ 12,000.00
Base Bid II:	\$ 603,000.00
Additive Alternate III:	\$ -1,000.00
Total Estimated Award:	\$5,249,393.00
Account No.:	452 – 4800 – 29010 – 580270 – PCP13ZOOA07
	452 – 4800 – 29010 – 580270 – PCP13ZOOD04
Funding Source:	2012 Quality of Life Bond
District(s):	8

This is a Competitive Sealed Proposal, lump sum contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated AZTEC CONTRACTORS, INC. the highest ranked offeror.

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.

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.

COMPETITIVE SEALED PROPOSAL (CSP) EVALUATION SHEET

Penguin Exhibit & SAP Restrooms (Re-Bid)

Solicitation No. 2021-1422

Evaluation Factors	Maximum Points	Aztec Contractors, Inc.	Dantex General Contractors
Factor A - Proposal Cost	30	\$ 5,273,000.00 30.00	\$ 5,945,000.00 26.61
Factor B - Offeror's Experience and Reputation	15	5.41	3.94
Factor C - Project Planning and Scheduling	15	12.00	11.38
Factor E – Offeror's safety record	15	12.94	11.69
Factor E – Offeror's safety record	5	4.54	4.08
Factor G – Offeror's Experience and Knowledge of Local Conditions	15	9.38	9.88
Factor G – Offeror's Experience and Knowledge of Local Conditions	5	3.54	3.09
Total Points	100	77.81	70.67
Ranking		1	2

APPROVED: Michael J. Vonasek

For City Engineer

Michael J. Vonasek, P.E.
Date
Assistant Director of ConstructionAPPROVED: Bruce D. Collins

Purchasing & Strategic Sourcing Director

September 23, 2021

Date



**CITY OF EL PASO
COST OF SUMMARY PROPOSALS**



BID TITLE: Penguin Exhibit & SAP Restroom (Re-Bid)		BID NO: 2021-1422
BID DATE: August 18, 2021		DEPARTMENT: Capital Improvement
	Aztec Contractors, Inc.	Dantex General Contractors
	El Paso, TX	El Paso, TX
	BIDDER 1 of 2	BIDDER 2 of 2
BASE BID I (PENGUIN EXHIBIT)	\$4,650,000.00	\$5,245,000.00
ADDITIVE ALTERNATE I – INTEGRAL CMU	\$5,000.00	\$5,700.00
ADDITIVE ALTERNATE II – FIXED CONCRETE SEATING	\$12,000.00	\$156,000.00
BASE BID II (SAP RESTROOMS)	\$623,000.00	\$700,000.00
ADDITIVE ALTERNATE III – SUBWAY TILE	(\$1,000.00)	\$0.00
SUM TOTAL BASE BID I AND BASE BID II	\$5,273,000.00	\$5,945,000.00
AMENDMENTS ACKNOWLEDGED:	Yes	Yes
BID BOND SUBMITTED:	Yes	Yes

2021-1422 Penguin Exhibit & SAP Restrooms

	Name	Company
1	Garcia, Alfonso	1988
2	padilla, felix	Alpha Engineering, I
3	Wells, Abby	Aquatic Resource Cen
4	Leanos, Nancy	Aztec Contractors In
5	Arellano, Veronica	Belt Con Constructio
6	Guardado, Carlos	Best Ironworks
7	Anguiano, Carlos	Border Demolition
8	Arguijo, Carlos	CARDINA
9	Ekman, Keeler	Cemrock
10	Noe, Gamez	Chill Pro LLC
11	Lira, German	CJ Desert Constructi
12	Kyle, Bellomy	ConstructConnect
13	Exton, Pamela	Construction Journal
14	Wood, Jane	Construction Reporte
15	TYREE, BRUNO	CONTRACTOIRS & ENGIN
16	Deg, Maria	Contractors Register
17	kaufert, troy	COST, Inc.
18	Pelech, Keeley	Dantex Construction
19	HARRISON, MIKE	DEL MAR CONTRACTING,
20	Management, Source	Deltek
21	Ornelas, Pablo	Desert Contracting
22	Hudson, Brad	Direx Construction,
23	Morris, Michael	Dixon Studios, LLC
24	Loganathan, Jayalakshmi	Dodge Data And Analy
25	Soto, Daniel	DRS Rock Materials,
26	banda, Emilio	dsi
27	Baca, Ricardo	El Paso Bid Deposito
28	Ross, Chris	EMJ Construction
29	Garcia, Art	EPSP Inc. dba El Pas
30	Waters, Rachel	Freer Water
31	Gamboa, Lorenzo	Gamboa Electric Inc
32	Randall, Paul	Gaylord Bros Inc
33	Rivas, Fernando	GCC Sun City Materia
34	Banks, Archie	Globe Builders, LLC
35	Mulligan, Matthew	HB Construction
36	Lopez, Charlee	Hispanic Chamber of
37	Balai, Rakesh	i- Sourcing Technolo
38	Hariani, Vasant	Infrastructure Assoc
39	Cody, Brannon	Integrated Marketing
40	Flores, Hugo	JMR Demolition

View List

2021-1422 Penguin Exhibit & SAP Restrooms

	Name	Company
41	Lowrance, Gloria	Jobe Materials, L.P.
42	Kim, Candee	Jordan Foster Constr
43	SMALL, MIRANDA	LARRIVA IRON WORKS
44	Hartunian, Julie	Lyons/Zaremba Inc.
45	Mercer, Garrett	MERCER TECHNOLOGIES
46	Lopez, Jose	Mirador
47	Countryman, Jennifer	MNK Architects
48	Drapes, Michael	MTI Ready Mix
49	Cesar, Molina	NINE DEGREES archite
50	Silva, Luis	Perikin Enterprises
51	Harrison, David	Perry-Baker Design
52	Jones, Kim	Prime Vendor Inc.
53	Miller, Mary	PWXPress
54	Uddin, Nisar	QTO Solutions
55	teran, miguel	RCPM,LLC
56	Valdespino, Carlos	Roman Construction
57	Torres, Elizabeth	SigmCon
58	Bennington, Sam	Sivat Services, Inc
59	Bjornsson, Ron	Smartprocure
60	Simental, Tony	Synergy Temperature
61	JOHNSON, TERENCE	Terence Keith Johnso
62	Hernandez, Cecilia	The PlanIt Room
63	Diaz, Christian	TIA Facility Service
64	Ohta, Grant	TPC - The Pool Compa
65	Ruiz, Erika	Vertex Contractors,
66	Olguin, Jeannette	Vitual Builders Exch
67	Austin, Fork	Wayne Enterprises
68	Dalbin, Frederic	Wright And Dalbin Ar
69	Sierra, Idaly	
70	Watson, Frank	
71	Banquil, Lovely	
72	RAMIREZ, ARTURO	



Penguin Exhibit and SAP Restrooms

Solicitation No: 2021-1422

November 23, 2021

Strategic Plan Goal:

4) Enhance El Paso's Quality of Life through Recreational, Cultural, and Educational



Project Details

Location:	4001 E Paisano Dr, El Paso, TX 79905
District(s):	8
Total Budget:	\$5,166,324.17
Funding Source:	2012 QOL

Project Location



■ Location Information



Existing Conditions



5 Project Rendering





6 Scope of Work

- **New Penguin Exhibit**
 - Demolition
 - Grading
 - CMU
 - Chilled Fresh Water System
 - Life Support System
 - Artistic Concrete
 - Permanent Grandstands
 - Shade Canopies
- **New SAP Restroom**
 - Men's
 - Women's
 - Family
 - Nursing Room
 - Porcelain Tile
 - HVAC



Procurement Summary

- **Competitive Sealed Proposal**
 - Solicitation advertised on July 20, 2021 and July 27, 2021
 - 2 firms submitted bids, 2 local vendors
 - Recommendation
 - To award the construction contract to Aztec Contractors, Inc. in the amount of \$ 5,249,393.00
- **Construction Schedule**
 - Start: Winter / 2022
 - End: Spring / 2023



Mission

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



Values

Integrity, **R**espect, **E**xcellence,
Accountability, **P**eople



Vision

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

Misión

Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad

Valores

Integridad, **R**espeto, **E**xcelencia, **R**esponsabilidad, **P**ersonas

Visión

Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño



Legislation Text

File #: 21-1321, 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 6 and 7

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

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

AGENDA LANGUAGE:

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

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

Award Summary:

Discussion and action on the award of Solicitation 2021-0989 Playa Drain Trail Phase II to TAO INDUSTRIES INC., dba HAWK Construction for an estimated award of \$435,247.43. This project consists of construction of a new pedestrian trail, including trail amenities, providing ADA accessibility, and landscape and irrigation improvements.

Department:	Capital Improvement
Award to:	TAO INDUSTRIES INC., dba HAWK Construction
	El Paso, TX
Item(s):	Base Bid
Initial Term:	145 Standard Work Weeks
Base Bid I:	\$435,247.43
Total Estimated Award:	\$435,247.43
Funding Source:	Federal Highway Administration, 2011 Certificates of Obligation, and 2018 Certificates of Obligation
Account:	190-4950-38170-580270-PCP21TRAN01
Account:	190-4530-28330-580270-PCP21TRAN01
Account:	190-4741-38290-580270-PCP21TRAN01
District(s):	6 & 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.

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

AGENDA DATE: November 23, 2021

PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:

Sam Rodriguez, Chief Operations and Transportation Officer, Aviation Director
and City Engineer, (915) 212-1845

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

DISTRICT(S) AFFECTED: 6 & 7

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

SUBGOAL: 7.2 – Improve competitiveness through infrastructure improvements impacting the
quality of life

SUBJECT:

The award of solicitation 2021-0989 Playa Drain Trail Phase II to TAO INDUSTRIES INC., dba HAWK Construction for a total estimated award of \$435,247.43.

BACKGROUND / DISCUSSION:

This project consists of construction of a new pedestrian trail, including trail amenities, providing ADA accessibility, and landscape and irrigation improvements. The project improvements include: erosion controls; traffic controls; accessible pedestrian ramps and improvements at Whittier Street, Prado Drive and Elvin Way / Davis Drive and improvements to existing roadway curbs; roadway crosswalks, roadway, trail striping and signs; construction of trail monument columns, picnic tables, benches, and trash receptacles; plain and colored concrete walk paving, including fixed and collapsible bollards; landscape and irrigation improvements, which includes new water meters for the irrigation system. Access to all properties must be provided during construction.

SELECTION SUMMARY:

Solicitation was advertised on June 1, 2021, June 8, 2021 and June 15, 2021. The solicitation was posted on City website on June 1, 2021. The email (Purmail) notification was sent out on June 3, 2021. There was a total of fifty-eight (58) viewers online; five (5) bids were received; all from local suppliers.

CONTRACT VARIANCE:

N/A

PROTEST

No protest received for this requirement.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$435,247.43

Funding Source: Federal Highway Administration, 2011 Certificates of Obligation, and 2018 Certificates of Obligation

Account: 190-4950-38170-580270-PCP21TRAN01

Account: 190-4530-28330-580270-PCP21TRAN01

Account: 190-4741-38290-580270-PCP21TRAN01

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Capital Improvement
SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:

Gvette Hernandez
for Sam Rodriguez, Chief Operations and Transportation Officer, Aviation Director and City Engineer

**COUNCIL PROJECT FORM
(Low Bid)**

*******POSTING LANGUAGE BELOW*******

Please place the following item on the **REGULAR AGENDA** for the Council Meeting of **October 26, 2021**.

STRATEGIC GOAL 7 – Enhance and Sustain El Paso’s Infrastructure Network

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

Award Summary:

Discussion and action on the award of solicitation 2021-0989 Playa Drain Trail Phase II to TAO INDUSTRIES INC., dba HAWK Construction for an estimated award of \$435,247.43. This project consists of construction of a new pedestrian trail, including trail amenities, providing ADA accessibility, and landscape and irrigation improvements.

Department:	Capital Improvement
Award to:	TAO INDUSTRIES INC., dba HAWK Construction
	El Paso, TX
Item(s):	Base Bid
Initial Term:	145 Standard Work Weeks
Base Bid I:	\$435,247.43
Total Estimated Award:	\$435,247.43
Funding Source:	Federal Highway Administration, 2011 Certificates of Obligation, and 2018 Certificates of Obligation
Account:	190-4950-38170-580270-PCP21TRAN01
Account:	190-4530-28330-580270-PCP21TRAN01
Account:	190-4741-38290-580270-PCP21TRAN01
District(s):	6 & 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.

2021-0989 Playa Drain Trail Phase II
Bid Tab Summary

No.	Bidder	Sum Total Base Bid
1	TAO Industries, Inc. dba Hawk Construction	\$435,247.43
2	Martinez Bros Contractors, LLC	\$487,537.04
3	Horizone Construction I, Ltd.	\$560,000.00
4	Del Mar Contracting, Inc.	\$611,303.25
5	Black Stallion Contractors, Inc.	\$906,102.99



CITY OF EL PASO BID TABULATION FORM


BID TITLE: Playa Drain Trail Phase II

BID NO: 2021-0989

BID DATE: June 30, 2021

DEPARTMENT: Capital Improvement

						Black Stallion Contractors, Inc.		Del Mar Contracting, Inc.		Hawk Construction		
						El Paso, TX BIDDER 1 OF 5		El Paso, TX BIDDER 2 OF 5		El Paso, TX BIDDER 3 OF 5		
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-602												
1	500 6001		MOBILIZATION	LS	1	\$41,500.90	\$41,500.90	\$30,000.00	\$30,000.00	\$35,000.00	\$35,000.00	
2	100 6002		PREPARING ROW	STA	35	\$4,375.00	\$153,125.00	\$1,500.00	\$52,500.00	\$223.34	\$7,816.90	
3	110 6001		EXCAVATION (ROADWAY)	CY	242	\$25.00	\$6,050.00	\$120.00	\$29,040.00	\$16.64	\$4,026.88	
4	132 6002		EMBANKMENT (FINAL) (DENS CONT)(TY C)	CY	829	\$62.50	\$51,812.50	\$30.00	\$24,870.00	\$14.96	\$12,401.84	
5	170 6001		IRRIGATION SYSTEM	LS	1	\$66,875.00	\$66,875.00	\$58,000.00	\$58,000.00	\$41,722.68	\$41,722.68	
6	192 6015		LANDSCAPE EDGE	LF	2,403	\$19.38	\$46,570.14	\$12.50	\$30,037.50	\$12.21	\$29,340.63	
7	192 6017		VEGETATION BARRIER	SY	715	\$6.25	\$4,468.75	\$2.20	\$1,573.00	\$2.07	\$1,480.05	
8	192 6044		PLANT MATERIAL (MIN 2" CAL)(B&B)	EA	58	\$687.50	\$39,875.00	\$440.00	\$25,520.00	\$417.82	\$24,233.56	

 Approved By: /s/
 Date: 7/6/2021



CITY OF EL PASO BID TABULATION FORM


BID TITLE: Playa Drain Trail Phase II

BID NO: 2021-0989

BID DATE: June 30, 2021

DEPARTMENT: Capital Improvement

						Black Stallion Contractors, Inc.		Del Mar Contracting, Inc.		Hawk Construction		
						El Paso, TX BIDDER 1 OF 5		El Paso, TX BIDDER 2 OF 5		El Paso, TX BIDDER 3 OF 5		
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-602												
9	192 6046		PLANT MATERIAL (MIN 3" CAL)(B&B)	EA	31	\$962.50	\$29,837.50	\$700.00	\$21,700.00	\$655.31	\$20,314.61	
10	193 6001		PLANT MAINTENANCE	MO	12	\$2,312.50	\$27,750.00	\$150.00	\$1,800.00	\$157.27	\$1,887.24	
11	247 6041		FL BS (CMP IN PLC) (TYA GR1-2)(FNAL POS)	CY	466	\$65.00	\$30,290.00	\$75.00	\$34,950.00	\$43.86	\$20,438.76	
12	310 6018		PRIME COAT & BLOTTER (CSS-1H)	GAL	560	\$12.50	\$7,000.00	\$7.00	\$3,920.00	\$11.06	\$6,193.60	
13	340 6122		D-GR HMA(SQ) TY-D PG70-22	TON	308	\$150.00	\$46,200.00	\$105.00	\$32,340.00	\$108.03	\$33,273.24	
14	502 6001		BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	8	\$5,625.00	\$45,000.00	\$2,500.00	\$20,000.00	\$629.10	\$5,032.80	
15	506 6020		CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	444	\$8.75	\$3,885.00	\$10.00	\$4,440.00	\$14.99	\$6,655.56	
16	506 6024		CONSTRUCTION EXITS (REMOVE)	SY	444	\$3.75	\$1,665.00	\$3.00	\$1,332.00	\$9.27	\$4,115.88	

 Approved By: /s/
 Date: 7/6/2021



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Playa Drain Trail Phase II	BID NO: 2021-0989
BID DATE: June 30, 2021	DEPARTMENT: Capital Improvement

						Black Stallion Contractors, Inc.		Del Mar Contracting, Inc.		Hawk Construction		
						El Paso, TX BIDDER 1 OF 5		El Paso, TX BIDDER 2 OF 5		El Paso, TX BIDDER 3 OF 5		
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-602												
17	506 6038		TEMP SEDMT CONT FENCE (INSTALL)	LF	4,380	\$6.25	\$27,375.00	\$2.50	\$10,950.00	\$3.47	\$15,198.60	
18	506 6039		TEMP SEDMT CONT FENCE (REMOVE)	LF	4,380	\$2.50	\$10,950.00	\$1.00	\$4,380.00	\$0.96	\$4,204.80	
19	529 6008		CONC CURB & GUTTER (TY II)	LF	90	\$25.00	\$2,250.00	\$15.00	\$1,350.00	\$25.86	\$2,327.40	
20	529 6032		CONCRETE GUTTER (MODIFIED)	LF	90	\$25.00	\$2,250.00	\$15.00	\$1,350.00	\$25.86	\$2,327.40	
21	531 6024		CURB RAMPS (TY 7)	EA	2	\$1,250.00	\$2,500.00	\$2,500.00	\$5,000.00	\$847.11	\$1,694.22	
22	531 6036		CURB RAMPS (TY 2)(MOD)	EA	3	\$1,500.00	\$4,500.00	\$2,500.00	\$7,500.00	\$1,896.85	\$5,690.55	
23	644 6001		IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	4	\$1,187.50	\$4,750.00	\$950.00	\$3,800.00	\$539.97	\$2,159.88	
24	644 6068		RELOCATE SM RD SN SUP&AM TY 10BWG	EA	3	\$437.50	\$1,312.50	\$600.00	\$1,800.00	\$209.70	\$629.10	

Approved By: /s/
Date: 7/6/2021



CITY OF EL PASO BID TABULATION FORM



						Black Stallion Contractors, Inc. El Paso, TX BIDDER 1 OF 5		Del Mar Contracting, Inc. El Paso, TX BIDDER 2 OF 5		Hawk Construction El Paso, TX BIDDER 3 OF 5		
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-602												
25	666 6045		REFL PAV MRK TY I (W)18"(SLD)(100MIL)	LF	200	\$18.75	\$3,750.00	\$6.50	\$1,300.00	\$15.04	\$3,008.00	
26	666 6099		REF PAV MRK TY I(W)18"(YLD TRI)(100MIL)	EA	16	\$50.00	\$800.00	\$125.00	\$2,000.00	\$19.92	\$318.72	
27	666 6205		REFL PAV MRK TY II (Y) 4" (BRK)	LF	1,765	\$1.88	\$3,318.20	\$0.75	\$1,323.75	\$1.77	\$3,124.05	
28	1005 6002		LOOSE AGGREGATE FOR GROUND COVER (TYPE II)	CY	153	\$125.00	\$19,125.00	\$86.00	\$13,158.00	\$82.30	\$12,591.90	
29	ELP2 6001		PICNIC TABLE	EA	3	\$3,875.00	\$11,625.00	\$3,000.00	\$9,000.00	\$2,145.76	\$6,437.28	
30	ELP3 6001		PARK BENCH	EA	6	\$3,500.00	\$21,000.00	\$2,800.00	\$16,800.00	\$1,859.25	\$11,155.50	
31	ELP4 6001		TRASH RECEPTACLE	EA	2	\$4,250.00	\$8,500.00	\$3,200.00	\$6,400.00	\$2,173.80	\$4,347.60	
32	ELP5 6001		COLLAPSIBLE BOLLARDS	EA	12	\$1,562.50	\$18,750.00	\$950.00	\$11,400.00	\$1,128.57	\$13,542.84	
33	ELP6 6001		FIXED BOLLARDS	EA	32	\$1,250.00	\$40,000.00	\$840.00	\$26,880.00	\$667.24	\$21,351.68	

Approved By: /s/
Date: 7/6/2021



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Playa Drain Trail Phase II											BID NO: 2021-0989								
BID DATE: June 30, 2021											DEPARTMENT: Capital Improvement								
						Black Stallion Contractors, Inc. El Paso, TX BIDDER 1 OF 5		Del Mar Contracting, Inc. El Paso, TX BIDDER 2 OF 5		Hawk Construction El Paso, TX BIDDER 3 OF 5									
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY							
	Item No.	S.P No.																	
BASE BID I UNIT PRICE SCHEDULE																			
TXDOT CSJ: 0924-06-602																			
34	ELP7 6001		COLORED CONCRETE PAVING (6")	SY	72	\$93.75	\$6,750.00	\$110.00	\$7,920.00	\$101.75	\$7,326.00								
35	ELP8 6001		CONCRETE SIDEWALK PAVING (6")	SY	120	\$93.75	\$11,250.00	\$59.00	\$7,080.00	\$62.11	\$7,453.20								
36	ELP9 6001		MINOR STONE COLUMN	EA	3	\$2,250.00	\$6,750.00	\$1,500.00	\$4,500.00	\$1,048.49	\$3,145.47								
37	ELP10 6001		DISTANCE MARKERS	EA	2	\$875.00	\$1,750.00	\$950.00	\$1,900.00	\$746.04	\$1,492.08								
38	ELP11 6001		WAYFINDING SIGNS	EA	3	\$875.00	\$2,625.00	\$950.00	\$2,850.00	\$745.87	\$2,237.61								
39	ELP13 6001		FIBER REINFORCED CONCRETE HEADER	LF	6,714	\$13.75	\$92,317.50	\$13.50	\$90,639.00	\$7.38	\$49,549.32								
Sum Total (Base Bid and Mobilization)								\$906,102.99				\$611,303.25				\$435,247.43			
Amendment Acknowledged								Yes				No				Yes			
Bid Bond								Yes				Yes				Yes			

Approved By: /s/
Date: 7/6/2021



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Playa Drain Trail Phase II

BID NO: 2021-0989

BID DATE: June 30, 2021

DEPARTMENT: Capital Improvement

						Horizone Construction I, Ltd.		Martinez Bros Contractors, LLC				
						El Paso, TX BIDDER 4 OF 5		El Paso, TX BIDDER 5 OF 5				
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-602												
1	500 6001		MOBILIZATION	LS	1	\$21,632.20	\$21,632.20	\$24,150.00	\$24,150.00			
2	100 6002		PREPARING ROW	STA	35	\$302.00	\$10,570.00	\$71.30	\$2,495.50			
3	110 6001		EXCAVATION (ROADWAY)	CY	242	\$39.00	\$9,438.00	\$17.25	\$4,174.50			
4	132 6002		EMBANKMENT (FINAL) (DENS CONT)(TY C)	CY	829	\$18.00	\$14,922.00	\$43.81	\$36,318.49			
5	170 6001		IRRIGATION SYSTEM	LS	1	\$53,000.00	\$53,000.00	\$32,780.00	\$32,780.00			
6	192 6015		LANDSCAPE EDGE	LF	2,403	\$15.50	\$37,246.50	\$4.13	\$9,924.39			
7	192 6017		VEGETATION BARRIER	SY	715	\$3.00	\$2,145.00	\$2.69	\$1,923.35			
8	192 6044		PLANT MATERIAL (MIN 2" CAL)(B&B)	EA	58	\$528.00	\$30,624.00	\$370.00	\$21,460.00			

Approved By: /s/
Date: 7/6/2021



CITY OF EL PASO BID TABULATION FORM


BID TITLE: Playa Drain Trail Phase II

BID NO: 2021-0989

BID DATE: June 30, 2021

DEPARTMENT: Capital Improvement

						Horizone Construction I, Ltd. El Paso, TX BIDDER 4 OF 5		Martinez Bros Contractors, LLC El Paso, TX BIDDER 5 OF 5				
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-602												
9	192 6046		PLANT MATERIAL (MIN 3" CAL)(B&B)	EA	31	\$827.00	\$25,637.00	\$615.00	\$19,065.00			
10	193 6001		PLANT MAINTENANCE	MO	12	\$199.00	\$2,388.00	\$650.00	\$7,800.00			
11	247 6041		FL BS (CMP IN PLC) (TYA GR1-2)(FNAL POS)	CY	466	\$62.00	\$28,892.00	\$61.76	\$28,780.16			
12	310 6018		PRIME COAT & BLOTTER (CSS-1H)	GAL	560	\$8.00	\$4,480.00	\$23.00	\$12,880.00			
13	340 6122		D-GR HMA(SQ) TY-D PG70-22	TON	308	\$151.00	\$46,508.00	\$113.85	\$35,065.80			
14	502 6001		BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	8	\$3,900.00	\$31,200.00	\$1,265.00	\$10,120.00			
15	506 6020		CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	444	\$14.00	\$6,216.00	\$18.40	\$8,169.60			
16	506 6024		CONSTRUCTION EXITS (REMOVE)	SY	444	\$7.00	\$3,108.00	\$10.35	\$4,595.40			

 Approved By: /s/
 Date: 7/6/2021



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Playa Drain Trail Phase II

BID NO: 2021-0989

BID DATE: June 30, 2021

DEPARTMENT: Capital Improvement

						Horizone Construction I, Ltd.		Martinez Bros Contractors, LLC				
						El Paso, TX BIDDER 4 OF 5		El Paso, TX BIDDER 5 OF 5				
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-602												
17	506 6038		TEMP SEDMT CONT FENCE (INSTALL)	LF	4,380	\$3.00	\$13,140.00	\$2.50	\$10,950.00			
18	506 6039		TEMP SEDMT CONT FENCE (REMOVE)	LF	4,380	\$1.30	\$5,694.00	\$2.00	\$8,760.00			
19	529 6008		CONC CURB & GUTTER (TY II)	LF	90	\$25.00	\$2,250.00	\$17.25	\$1,552.50			
20	529 6032		CONCRETE GUTTER (MODIFIED)	LF	90	\$22.00	\$1,980.00	\$17.25	\$1,552.50			
21	531 6024		CURB RAMPS (TY 7)	EA	2	\$1,435.00	\$2,870.00	\$920.00	\$1,840.00			
22	531 6036		CURB RAMPS (TY 2)(MOD)	EA	3	\$1,425.00	\$4,275.00	\$977.50	\$2,932.50			
23	644 6001		IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	4	\$725.00	\$2,900.00	\$241.50	\$966.00			
24	644 6068		RELOCATE SM RD SN SUP&AM TY 10BWG	EA	3	\$560.00	\$1,680.00	\$299.00	\$897.00			

Approved By: /s/
Date: 7/6/2021



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Playa Drain Trail Phase II

BID NO: 2021-0989

BID DATE: June 30, 2021

DEPARTMENT: Capital Improvement

						Horizone Construction I, Ltd. El Paso, TX BIDDER 4 OF 5		Martinez Bros Contractors, LLC El Paso, TX BIDDER 5 OF 5				
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-602												
25	666 6045		REFL PAV MRK TY I (W)18"(SLD)(100MIL)	LF	200	\$19.00	\$3,800.00	\$1.84	\$368.00			
26	666 6099		REF PAV MRK TY I(W)18"(YLD TRI)(100MIL)	EA	16	\$25.00	\$400.00	\$402.50	\$6,440.00			
27	666 6205		REFL PAV MRK TY II (Y) 4" (BRK)	LF	1,765	\$2.50	\$4,412.50	\$1.38	\$2,435.70 Contractor's Price: \$2,432.70			
28	1005 6002		LOOSE AGGREGATE FOR GROUND COVER (TYPE II)	CY	153	\$104.00	\$15,912.00	\$91.55	\$14,007.15			
29	ELP2 6001		PICNIC TABLE	EA	3	\$4,800.00	\$14,400.00	\$3,680.00	\$11,040.00			
30	ELP3 6001		PARK BENCH	EA	6	\$3,700.00	\$22,200.00	\$2,530.00	\$15,180.00			
31	ELP4 6001		TRASH RECEPTACLE	EA	2	\$3,800.00	\$7,600.00	\$2,070.00	\$4,140.00			
32	ELP5 6001		COLLAPSIBLE BOLLARDS	EA	12	\$1,650.00	\$19,800.00	\$1,437.50	\$17,250.00			
33	ELP6 6001		FIXED BOLLARDS	EA	32	\$900.00	\$28,800.00	\$782.00	\$25,024.00			

Approved By: /s/
Date: 7/6/2021



CITY OF EL PASO BID TABULATION FORM



BID TITLE: Playa Drain Trail Phase II

BID NO: 2021-0989

BID DATE: June 30, 2021

DEPARTMENT: Capital Improvement

						Horizone Construction I, Ltd. El Paso, TX BIDDER 4 OF 5		Martinez Bros Contractors, LLC El Paso, TX BIDDER 5 OF 5				
No.	ITEM-Code		BRIEF DESCRIPTION OF ITEM	UNIT	Approx Qty.	Unit Price	Total Amount	Unit Price	Total Amount	Unit Price	Total Amount	DEPT USE ONLY
	Item No.	S.P No.										
BASE BID I UNIT PRICE SCHEDULE												
TXDOT CSJ: 0924-06-602												
34	ELP7 6001		COLORED CONCRETE PAVING (6")	SY	72	\$62.50	\$4,500.00	\$89.70	\$6,458.40			
35	ELP8 6001		CONCRETE SIDEWALK PAVING (6")	SY	120	\$55.50	\$6,660.00	\$55.20	\$6,624.00			
36	ELP9 6001		MINOR STONE COLUMN	EA	3	\$3,200.00	\$9,600.00	\$586.50	\$1,759.50			
37	ELP10 6001		DISTANCE MARKERS	EA	2	\$900.00	\$1,800.00	\$138.00	\$276.00			
38	ELP11 6001		WAYFINDING SIGNS	EA	3	\$755.00	\$2,265.00	\$816.50	\$2,449.50			
39	ELP13 6001		FIBER REINFORCED CONCRETE HEADER	LF	6,714	\$8.20	\$55,054.80	\$12.65	\$84,932.10			
Sum Total (Base Bid and Mobilization)							\$560,000.00		\$487,537.04			
Amendment Acknowledged						Yes		Yes				
Bid Bond						Yes		Yes				

Approved By: /s/
Date: 7/6/2021

2021-0989 Playa Drain Trail Phase II Viewlist		
1	814 Solutions Seedin	Stribling, Sam
2	AAA General Contrato	Skertchly, Edgar
3	AAndS Contractors In	Armendariz, Socorro
4	Abescape	Gallegos, Mari
5	Accent Landscape Con	Counts, Tim
6	Allen Concrete Inc.	Magdaleno, Jesus
7	AMTEK	Rugh, John
8	APACHE BARRICADE And	SALAZAR, ART
9	Atom Electric EP, LL	Ramirez, Adam
10	Aztec Contractors In	Leanos, Nancy
11	Best Ironworks	Guardado, Carlos
12	Black Stallion Contr	Luna, Hector
13	Bowen Industrial Con	Hessney, Steve
14	BT Constructors	Banis, Daniel
15	CAndE Industrial Ser	Hernandez, Joe
16	CEA Group	Concha, David
17	Civil Associates, In	Hernandez, Eddie
18	ConstructConnect	Kyle, Bellomy
19	Construction Journal	Exton, Pamela
20	Construction Reporte	Wood, Jane
21	Contractors Register	Deg, Maria
22	CSA Constructors	Oney, Hilary
23	dayrep	Lowman, Henry
24	DEL MAR CONTRACTING,	HARRISON, MIKE
25	Deltek	Management, Source
26	Direx Construction,	Hudson, Brad
27	Dodge Data And Analy	Loganathan, Jayalakshmi
28	DRS Rock Materials,	Soto, Daniel
29	EMINENT GENERAL CONT	RAMOS, RAFAEL
30	GCC Sun City Materia	Rivas, Fernando
31	Globe Builders, LLC	Banks, Archie
32	Greenfields Outdoor	Vasquez, Frank
33	HAWK	Jorge, Ojeda
34	Horizone constructio	RAFAEL, ALONSO
35	i- Sourcing Technolo	Balai, Rakesh
36	Integrated Marketing	Cody, Brannon
37	J.A.R	Guillermo, Ovies
38	J.A.R Concrete, Inc	Valenzuela, Jesus
39	Jobe Materials, L.P.	Lowrance, Gloria
40	Jordan Foster Constr	Figueroa, Joseph
41	Keystone Contractors	Campos, Jesus
42	Lizandro Naranjo	Naranjo, Lizandro
43	Martinez Brothers Co	mota, pablo
44	MTI Ready Mix	Drapes, Michael
45	Pride General Contra	Salgado, Ramon
46	Prime Vendor Inc.	Jones, Kim
47	Smartprocure	Bjornsson, Ron
48	Star Pavers Construc	Yahve, Gallegos
49	The PlanIt Room	Hernandez, Cecilia
50	Wayne Enterprises	Austin, Fork
51	Wilson And Company	Davis, Teri
52		James, Hardison
53		Banquil, Lovely
54		Martinez, Jessica
55		Watson, Frank
56		RAMIREZ, ARTURO
57		Gallegos, Yahve
58		Ortiz, Cano



Playa Drain Phase II Construction Award

Solicitation No: 2021-0989

November 23, 2021

Strategic Plan Goal:

7) Enhance and Sustain El Paso's Infrastructure Network

Project Details

Location:	Whittier Street, Prado Drive and Elvin Way / Davis Drive
District(s):	6 & 7
Total Budget:	\$435,247.43
Funding Source:	Federal Highway Administration, 2011 Certificates of Obligation, and 2018 Certificates of Obligation



Project Details

- This project consists of construction of a new pedestrian trail, providing ADA accessibility along the Playa Drain connecting to Alicia Chacon International School and Ysleta Middle & High Schools.





4 Scope of Work

- The project improvements include: traffic controls; accessible pedestrian ramps; improvements to existing roadway curbs, trail striping and signs; picnic tables, benches, and trash receptacles; plain and colored concrete walk paving, including fixed and collapsible bollards; landscape and irrigation improvements
- Access to all properties must be provided during construction.



Project Location



LOCATION MAP

PLAYA DRAIN SHARED-USE PATH PROJECT LIMITS (Whittier Dr. to Elvin Way)



- Whittier Street, Prado Drive and Elvin Way / Davis Drive

Procurement Summary

- **Low Bid**

- Solicitation advertised on **June 1, 2021, June 8, 2021 and June 15, 2021**
 - **5** firms submitted bids, **5** local vendors
- Recommendation
 - To award the construction contract to **TAO INDUSTRIES INC., dba HAWK Construction** in the amount of **\$435,247.43**

- **Construction Schedule**

- **Start: Early / 2022**
- **End: Winter / 2022**

Mission

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

Values

Integrity, **R**espect, **E**xcellence,
Accountability, **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,
Responsabilidad, **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



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 21-1284, **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, Assistant Chief Peter Pacillas (915) 212-4308

AGENDA LANGUAGE:

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

An Ordinance amending Title 12 (Vehicles and traffic), Chapter 12.08 (Administration and Enforcement), Section 12.08.220 (Impounding Vehicles) of the City Code, in its entirety, to allow an employee designated by the City to request the removal and storage of illegally parked and abandoned vehicles.

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

AGENDA DATE: 11/09/21

PUBLIC HEARING DATE: 11/23/2021

CONTACT PERSON(S) NAME AND PHONE NUMBER: Assistant Chief Victor Zarur 915-212-4307

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 2.1-Maintain standing as one of the nation's top safest cities.

SUBJECT:

An ordinance amending Title 12 (Vehicles and Traffic), Chapter 12.08 (Administration and Enforcement), Section 12.08.220 (Impounding Vehicles) of the city code, in its entirety, to allow an employee designated by the city to request the removal and storage of illegally parked and abandoned vehicles.

BACKGROUND / DISCUSSION:

HB 914 recently passed in the State Legislature and went into effect on September 1, 2021. This bill authorizes municipalities to broaden who can tow illegally parked vehicles from the El Paso Police Department to the broader category of municipal employees.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Police

SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD: Chief Gregory K. Allen

AKC

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

Revised 04/09/2021

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 12 (VEHICLES AND TRAFFIC), CHAPTER 12.08 (ADMINISTRATION AND ENFORCEMENT), SECTION 12.08.220 (IMPOUNDING VEHICLES) OF THE CITY CODE, IN ITS ENTIRETY, TO ALLOW AN EMPLOYEE DESIGNATED BY THE CITY TO REQUEST THE REMOVAL AND STORAGE OF ILLEGALLY PARKED AND ABANDONED VEHICLES.

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

SECTION 1. That Title 12 (Vehicles and Traffic), Chapter 12.08 (Administration and Enforcement), Section 12.08.220 (Impounding Vehicles), is hereby amended, in its entirety, as follows:

Section 12.08.220 - Impounding Vehicles.

A. Members of the police department, the fire chief or his designee, or an employee designated by the City Manager are authorized to remove or impound vehicles from any street, highway, alley, public or private ground, or public rights-of-way to the nearest garage, vehicle storage facility, or other place of safety, or to a garage or storage facility designated or maintained by the city under the circumstances herein enumerated:

1. When a vehicle is illegally parked in any zone or within any area where parking is prohibited or restricted by official signs or curb markings, or is parked in such a manner as to obstruct or partially obstruct any crosswalk, sidewalk or driveway;
2. When a vehicle is so parked as to obstruct the movement of any railroad train, railroad car or locomotive;
3. When a vehicle is parked on public or private property under or next to any fire escape or fire exit at a location such that the parked vehicle would obstruct or interfere with the operation or use of the fire escape or fire exits as a means of exit from the building;
4. When a vehicle is parked on public or private property next to any standpipe or sprinkler connection used by the fire department at a location such that the parked vehicle would obstruct or interfere with the operation or use of such connection;
5. When a vehicle is illegally parked in a zone designated by the city engineer under Section 12.44.180 of this code and such zone is marked as a tow-away zone by a sign;
6. When a vehicle other than a commercial vehicle is parked in a loading zone designated for commercial vehicles only and such zone is marked by a sign as a tow-away zone;

7. When a vehicle is parked on city-owned property in violation of official signs or curb-markings established in accordance with Section 12.44.170 of this code;
 8. When a vehicle is left parked or standing on any portion of a limited-access or controlled-access highway for a continuous period of time in excess of ten hours;
 9. When a vehicle is left parked or standing on city-owned property that is not held open or provided for vehicular traffic or public parking, and the property is so marked by a sign;
 10. When a vehicle remains parked in violation of no parking signs posted regarding street construction in accordance with the provisions in Section 12.44.220 of this code.
 11. When a vehicle is parked legally on public property; and has been unattended for more than 48 hours; and there is reasonable grounds to believe the vehicle is abandoned.
- B. Members of the police department and the fire chief or his designee are authorized to remove or impound vehicles from any street, highway, alley, public or private ground, or public rights-of-way to the nearest garage, vehicle storage facility, or other place of safety, or to a garage or storage facility designated or maintained by the city under the circumstances herein enumerated:
1. When a vehicle is left unattended upon any bridge, viaduct or causeway, or in any tube or tunnel where such vehicle constitutes an obstruction to traffic;
 2. When the police department is authorized or directed to remove obstructions, including vehicles and personal property, from any right-of-way or any other portion of the roadway in accordance with the provisions in Section 545.3051, Transportation Code;
 3. When a vehicle upon a street or highway is so disabled as to constitute an obstruction to traffic and the person or persons in charge of such vehicle are absent or are unable to provide for its custody or removal;
 4. When a vehicle is stored in the streets, alleys or other rights-of-way in violation of Section 12.80.150 of this code;
 5. When a vehicle is left unattended upon a street where such vehicle constitutes a hazard or obstruction to the normal movement of traffic;
 6. When a vehicle has been involved in an accident and by reason of damage or incapacity of the driver cannot be driven or is unsafe to drive;
 7. When a vehicle constitutes a traffic hazard because of defective lights, brakes or steering apparatus;

8. When a vehicle is being used to transport hazardous materials in violation of Title 9 of this code;
 9. When the police department is authorized to take an abandoned motor vehicle, watercraft or outboard motor found on public or private property into custody pursuant to Section 683.011, Texas Transportation Code;
 10. When a vehicle is offered or exposed for sale in violation of Section 13.20.040 of this code and removed and stored in accordance with the provisions of that section;
 11. When a vehicle is stopped by a police officer for an alleged traffic law violation; and the vehicle's owner or operator fails to show evidence of financial responsibility as required under Chapter 601 of the Texas Transportation Code, as amended.
- C. Officers and other authorized employees may use city equipment or the services of an independent contractor of the city to remove or impound a vehicle and store it as authorized in this section, or to transfer or seize, impound and store a vehicle.
- D. Whenever an officer or other authorized employee removes or impounds a vehicle utilizing city equipment, or when a peace officer seizes a vehicle utilizing city equipment, the city shall take the necessary steps to ascertain the registered owner and lienholders of record if any thereof, and shall give or cause to be given notice in writing, in accordance with Chapter 683 of the Texas Transportation Code, to such registered owner and lienholders of record if any of the fact of such removal, the police or fire department case number and the location of the place where the vehicle is located.
- E. There is established a towing fee and a storage fee which shall be charged in the respective established fee amounts per day for vehicles twenty-five feet in length or less and for vehicles over twenty-five feet in length for each calendar day, or part thereof, for each vehicle that is removed or impounded hereunder or transferred or seized by peace officer when it is towed by city equipment or stored in a city storage facility. All the charges assessed shall be a lien against the vehicle.

The registered owner, lienholder of record or person authorized or entitled to possession of a vehicle must comply with the requirements of the Texas Transportation Code and pay the city's towing and storage fees as authorized by this section and if applicable, any fees assessed against the vehicle under the authority in Chapter 12.85 of this code or post a bond as may be provided for in this code prior to redeeming the vehicle. Additionally, if the vehicle was towed by an independent contractor of the city or transferred to a city lot from a garage or vehicle storage facility, the registered owner, lienholder of record or person authorized or entitled to possession of a vehicle must also pay those outstanding towing, storage and other related fees or post a bond as may be provided for in this code prior to redeeming the vehicle.

Fees must be paid in accordance with the procedures established by the police department and the comptroller's office.

Information as to these procedures shall be made available to persons seeking to reclaim a vehicle. Vehicles will be released from the storage facility during the hours the facility is open to the public on presentment of proof that payment has been made. A person reclaiming a vehicle must remove it from the city's storage facility within twenty-four hours after paying the towing and storage charges, or he will be assessed additional storage charges. Vehicles not reclaimed within the time allowed under the Texas Transportation Code will be disposed of in accordance with that code.

- F. Whenever a vehicle is removed, impounded, or seized under the authority of this section utilizing the services of an independent contractor of the city, the independent contractor shall comply with all notice and redemption of vehicle provisions required by the Texas Transportation Code.
- G. Whenever a vehicle is removed, impounded, or seized under the authority of this section utilizing the services of an independent contractor, the independent contractor shall be entitled to charge and receive from the registered owner, lienholders of record if any or other person authorized or entitled to reclaim the vehicle all charges and fees authorized in its contract with the city. All the charges assessed shall be a lien against the vehicle. Vehicles not reclaimed within the time allowed under the Texas Transportation Code will be disposed of in accordance with that code.
- H. The term "vehicle" as used in this section shall be deemed to include bicycles. Any bicycle that remains unclaimed for a period of thirty days shall be disposed of in accordance with Article 18.17, Texas Code of Criminal Procedure.
- I. Members of the police department are authorized to remove or impound from any public or private property to a city storage facility, other vehicle storage facility, or other location of an auction, by means of city-owned and operated wrecker equipment, or by utilizing the services of an independent contractor of the city, all motor vehicles that at the time of removal are abandoned motor vehicles under the Texas Transportation Code. The registered owner or person entitled to possession of a vehicle must comply with the Texas Transportation Code and pay all towing, storage and other fees as authorized by this section prior to redeeming the vehicle. All vehicles must be redeemed in accordance with the provisions of this section.
- J. A registered owner or other person whose vehicle has been removed or impounded under the authority of this section may, within ten days of the day the vehicle was removed or impounded, request a post-deprivation hearing. At the time of the request, the registered owner or other person shall post a bond, sufficient to cover the cost of all outstanding tickets and towing and storage fees accrued, and shall provide the case number used by the police or fire department in making the report pertaining to the removal or impoundment of the vehicle. Such bond shall be posted at the municipal court bond office. Such person's vehicle will be released from the storage facility on presentment of proof that the requisite bond has been posted.

The hearing shall be held before a judge of the El Paso municipal court. A judge shall, as soon as practicable, hear the matter, after giving reasonable notice to the police chief or fire marshal, as applicable. The party requesting the hearing and the police chief or fire marshal or their designated representatives shall have the opportunity to present evidence and make argument on their behalf. The formal rules of evidence do not apply to a hearing under this section.

The judge hearing the case shall make his or her ruling on the basis of substantial evidence presented at the hearing. The judge shall uphold or overrule the decision to remove or impound the vehicle. In the event that the decision is upheld, the bond shall be forfeited to the city. In the event that the decision is overruled, the amount of the bond shall be returned to the person who posted it. The decision of the judge is final.

SECTION 2. Except as herein amended, Title 12 (Vehicles and Traffic), Chapter 12.08 (Administration and Enforcement) of the City Code remains in full force and effect.

ADOPTED this ____ day of _____, 2021.

CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Eric Gutierrez
Assistant City Attorney

APPROVED AS TO CONTENT:



Chief Gregory Allen
El Paso Police Department



An Ordinance Amending TITLE 12 – Vehicles and Traffic

November 23, 2021

GOAL 2 – Set Standard for a Safe & Secure City



Table of Contents

- Strategic Goal 2
- HB 914
- Texas Occupations Code
- TITLE 12, CHAPTER 12.08, Section 12.08.0220

Strategic Goal Alignment

Goal 2 - Set Standard for a Safe & Secure City

- 2.1 Maintain standing as one of the nation's top safest cities
- 2.3 Increase public safety operational efficiency



HB 914

AN ACT

relating to the authority of certain municipal employees to request the removal and storage of certain abandoned or illegally parked vehicles.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 2308.354, Occupations Code, is amended to read as follows:

Sec. 2308.354. AUTHORITY FOR REMOVAL OF VEHICLE FROM PUBLIC ROADWAY. (a) Under an ordinance of a municipality regulating the parking of vehicles in the municipality, to aid in the enforcement of the ordinance, an employee designated by the municipality may be authorized to:

(1) immobilize a vehicle parked in the municipality;
[and]

(2) remove an immobilized vehicle from a public roadway in the municipality; and

(3) request the removal and storage of a vehicle that is located in an area where on-street parking is regulated by the ordinance and that:

(A) is parked illegally; or

(B) is parked legally and:

(i) has been unattended for more than 48 hours; and

(ii) the employee has reasonable grounds to believe is abandoned.

(b) A parking facility owner or towing company may not remove a vehicle from a public roadway except under:

(1) this chapter or a municipal ordinance that complies with Section 2308.208; or

(2) the direction of a peace officer, a municipal employee under Subsection (a)(3), or the owner or operator of the vehicle.

AN ACT

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Texas Occupations Code



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of the vehicle.

(c) Subsection (a) does not apply to a vehicle owned by an electric, gas, water, or telecommunications utility while the vehicle is parked for the purpose of conducting work on a facility of the utility that is located below, above, or adjacent to the street.

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TITLE 12, CHAPTER 12.08,
Section 12.08.0220



El Paso Municipal Code Title 12, Chapter 12.08



Section 12.08.220 - Impounding Vehicles.

- A. Members of the police department, the fire chief or his designee, or an employee designated by the City Manager are authorized to remove or impound vehicles from any street, highway, alley, public or private ground, or public rights-of-way to the nearest garage, vehicle storage facility, or other place of safety, or to a garage or storage facility designated or maintained by the city under the circumstances herein enumerated:
1. When a vehicle is illegally parked in any zone or within any area where parking is prohibited or restricted by official signs or curb markings, or is parked in such a manner as to obstruct or partially obstruct any crosswalk, sidewalk or driveway;
 2. When a vehicle is so parked as to obstruct the movement of any railroad train, railroad car or locomotive;
 3. When a vehicle is parked on public or private property under or next to any fire escape or fire exit at a location such that the parked vehicle would obstruct or interfere with the operation or use of the fire escape or fire exits as a means of exit from the building;
 4. When a vehicle is parked on public or private property next to any standpipe or sprinkler connection used by the fire department at a location such that the parked vehicle would obstruct or interfere with the operation or use of such connection;
 5. When a vehicle is illegally parked in a zone designated by the city engineer under Section 12.44.180 of this code and such zone is marked as a tow-away zone by a sign;

El Paso Municipal Code Title 12, Chapter 12.08



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3. When a vehicle is parked on public or private property under or next to any fire escape or fire exit at a location such that the parked vehicle would obstruct or interfere with the operation or use of the fire escape or fire exits as a means of exit from the building;
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5. When a vehicle is illegally parked in a zone designated by the city engineer under Section 12.44.180 of this code and such zone is marked as a tow-away zone by a sign;

Questions?

Mission

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

Values

Integrity, **R**espect, **E**xcellence,
Accountability, **P**eople

Vision

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



Legislation Text

File #: 21-1105, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 4

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

Planning and Inspections, Anne Guayante (915) 212-1814

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of the following real property known as:

Parcel 1: Tract 1, Section 4, Block 80, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas, from R-F (Ranch and Farm) to M-2 (Heavy Manufacturing); and

Parcel 2: Tract 3, Section 3, Block 80, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas, from R-F (Ranch and Farm) to M-2 (Heavy Manufacturing), 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: 7000 Stan Roberts

Applicant: City of El Paso, PZRZ21-00020

[POSTPONED FROM 10-26-2021]

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

AGENDA DATE: September 28, 2021
PUBLIC HEARING DATE: October 26, 2021

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Anne Guayante, (915) 212-1814

DISTRICT(S) AFFECTED: District 4

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 1, Section 4, and Tract 3, Section 3, Block 80, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas from R-F (Ranch and Farm) to M-2 (Heavy Manufacturing). 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: 7000 Stan Roberts
Applicant: City of El Paso, PZRZ21-00020

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone the subject property to allow a manufacturing use. City Plan Commission recommended 5-0 to approve the proposed rezoning on September 9, 2021. As a part of their approval recommendation, the Commission did request that the total required landscaping for the subject property be increased from five (5) percent to eight (8) percent of the portion of the lot uncovered by buildings. As of September 22, the Planning Division has received two (2) letters and one (1) phone call in 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

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF THE FOLLOWING REAL PROPERTY KNOWN AS:

PARCEL 1: TRACT 1, SECTION 4, BLOCK 80, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM R-F (RANCH AND FARM) TO M-2 (HEAVY MANUFACTURING); **AND,**

PARCEL 2: TRACT 3, SECTION 3, BLOCK 80, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM R-F (RANCH AND FARM) TO M-2 (HEAVY MANUFACTURING); **AND,**

AND,

IMPOSING CONDITION. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of *Parcel 1: Tract 1, Section 4, Block 80, Texas and Pacific Railway Company Surveys*, 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; and, *Parcel 2: Tract 3, Section 3, Block 80, Texas and Pacific Railway Company Surveys*, 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 as listed for **PARCEL 1: FROM R-F (Ranch and Farm) TO M-2 (Heavy Manufacturing); PARCEL 2: FROM R-F (Ranch and Farm) TO M-2 (Heavy Manufacturing);**, 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 intensity of the proposed development generated by the change of zoning in order to protect the health, safety and welfare of the residents of the City:

1. Prior to the issuance of building permits, a twenty (20) foot, irrigated landscaped buffer shall be installed and maintained along the entirety of the southerly property line along the subject property’s frontage on Stan Roberts Street. The buffer shall contain two rows, spaced fifteen (15) feet apart, of native or naturalized trees of two (2) inch caliper and ten (10) feet in height. Within the rows, the trees shall be spaced every thirty (30) feet on center. Fifteen (15) percent of the shrubs required by the Landscape Ordinance shall be located within this buffer; and
2. Prior to the issuance of building permits, a twenty (20) foot, irrigated landscaped buffer shall be installed and maintained along the entirety of the northerly property. The buffer shall contain two rows, spaced fifteen (15) feet apart, of native or naturalized trees of two (2) inch caliper and ten (10) feet in height. Within the rows, the trees shall be spaced every thirty (30) feet on center; and,
3. Prior to the issuance of building permits, a wall shall be constructed and maintained along the entirety of the property line abutting the Stan Roberts right-of-way. This shall

consist of a masonry wall of three (3) feet in height, topped by no less than three (3) feet of wrought iron for a total wall height of a minimum of six (6) feet; and,

4. Prior to the issuance of building permits, a masonry wall of eight (8) feet in height shall be constructed along the entirety of subject property's northerly property line; and
5. Any manufacturing, processing, or storage uses shall maintain a one-hundred (100) foot setback from the property line along portions of the subject property that abut or are across the right-of-way from any residential zones or uses. Office uses may be located within this setback; and,
6. Prior to the issuance of certificates of occupancy, a masonry wall of eight (8) feet in height shall be constructed and maintained around any outdoor storage areas on the subject property; and
7. Prior to the issuance of building permits, a Detailed Site Development Plan shall be reviewed and approved per El Paso City Code Section 20.04.150.

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

ADOPTED this _____ day of _____, 2021.


THE CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:

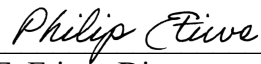
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning & Inspections Department

7000 Stan Roberts - REVISED

City Plan Commission — September 9, 2021

REZONING



CASE NUMBER:	PZRZ21-00020
CASE MANAGER:	Anne Guayante, (915)212-1814, GuayanteAM@elpasotexas.gov
PROPERTY OWNER:	City of El Paso
REPRESENTATIVE:	Brock & Bustillos
LOCATION:	7000 Stan Roberts (District 4)
PROPERTY AREA:	1,042 acres
REQUEST:	Rezone from R-F (Ranch and Farm) to M-2 (Heavy Manufacturing)
RELATED APPLICATIONS:	N/A
PUBLIC INPUT:	Two (2) Emails and One (1) Phone Call in Opposition

SUMMARY OF REQUEST: The applicant is requesting to rezone the subject property from R-F (Ranch and Farm) to M-2 (Heavy Manufacturing) for manufacturing and processing use. The subject property is currently vacant.

SUMMARY OF STAFF RECOMMENDATION: Staff recommends **APPROVAL WITH CONDITIONS** of the request. The proposed zoning district is consistent with the G-7, Industrial and/or Railyards Future Land Use Designation of *Plan El Paso*.

1. Prior to the issuance of building permits, a twenty (20) foot, irrigated landscaped buffer shall be installed and maintained along the entirety of the southerly property line along the subject property's frontage on Stan Roberts Street. The buffer shall contain two rows, spaced fifteen (15) feet apart, of native or naturalized trees of two (2) inch caliper and ten (10) feet in height. Within the rows, the trees shall be spaced every thirty (30) feet on center. Fifteen (15) percent of the shrubs required by the Landscape Ordinance shall be located within this buffer; and
2. Prior to the issuance of building permits, a twenty (20) foot, irrigated landscaped buffer shall be installed and maintained along the entirety of the northerly property. The buffer shall contain two rows, spaced fifteen (15) feet apart, of native or naturalized trees of two (2) inch caliper and ten (10) feet in height. Within the rows, the trees shall be spaced every thirty (30) feet on center; and,
3. Prior to the issuance of building permits, a wall shall be constructed and maintained along the entirety of the property line abutting the Stan Roberts right-of-way. This shall consist of a masonry wall of three (3) feet in height topped by no less than three (3) feet of wrought iron for a total wall height of a minimum of six (6) feet; and,
4. Prior to the issuance of building permits, a masonry wall of eight (8) feet in height shall be constructed along the entirety of subject property's northerly property line; and
5. Any manufacturing, processing, or storage uses shall maintain a one-hundred (100) foot setback from the property line along portions of the subject property that abut or are across the right-of-way from any residential zones or uses. Office uses may be located within this setback; and,
6. Prior to the issuance of certificates of occupancy, a masonry wall of eight (8) feet in height shall be constructed and maintained around any outdoor storage areas on the subject property
7. Prior to the issuance of building permits, a Detailed Site Development Plan shall be reviewed and approved per El Paso City Code Section 20.04.150.

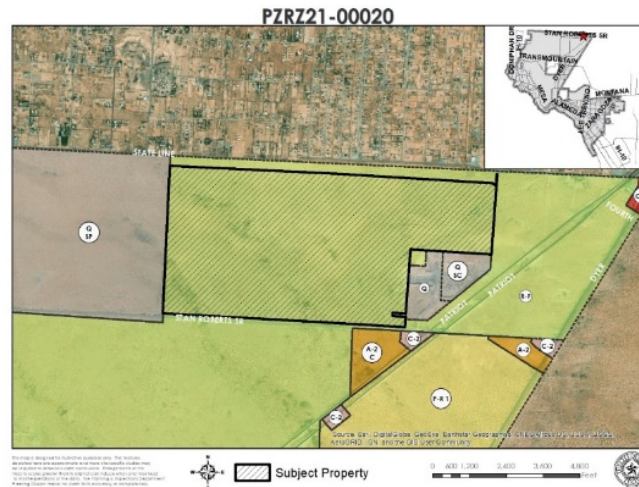


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The subject property is a 1,042 parcel of land north of Stan Roberts Drive and east of US Highway 54. It is proposed to be developed for manufacturing and processing use and development. Access is proposed from multiple driveways on Stan Roberts Drive. The subject property is currently vacant and zoned R-F (Ranch and Farm).

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: Properties to the east, west, and south of the subject property are vacant, with the nearest development within city limits approximately a mile and a half from the subject property. North of the subject property is the New Mexico State Line. Properties surrounding the subject property are zoned Q (Quarry), R-F (Ranch and Farm), A-2 (Apartment), and C-2 (Commercial). Because the subject property is bordered to the east and west by quarries and has direct access to a rail line, it is considered suitable for heavy manufacturing development. However, because the A-2 (Apartment) zoned property to the southeast has an approved Land Study from 2008, and because there is nearby residential development in New Mexico, conditions are recommended so that existing and future residential development on that land is protected. These conditions can be found on the preceding page under “Summary of Staff Recommendation.”

The proposed development is consistent with the intent of the G-7 (Industrial and/or Railyard) Future Land Use Map (FLUM) Designation in *Plan El Paso*, the City’s adopted comprehensive plan.

COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p><u>G-7, Industrial and/or Rail Yards:</u> : 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.</p>	<p>The G-7 Future Land Use Designation is compatible with and appropriate for the M-2 Zoning District. The M-2 (Heavy Manufacturing) District and manufacturing use are in keeping with the intent for this sector to contain industrial uses and development that is similar and harmonious with that.</p>

COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
<p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>M-2 (Manufacturing) District: The purpose of this district is to provide for the most intensive of industrial uses which may be characteristic of nuisance or hazardous conditions. It is intended that the districts will serve the entire city. The regulations of the district will require reasonable standards for the protection and preservation of the compatibility of such uses and adjacent areas.</p>	<p>The subject property is surrounded by vacant land. The large parcels of land to its immediate east and west are zoned Q (Quarry), which allows for mining and similarly intense uses. The proposed manufacturing use is permitted in the proposed district. The large size of the subject property will allow sufficient space to accommodate the proposed use.</p>
<p>Preferred Development Locations: Is the property in a preferred development location identified in Plan El Paso?</p>	<p>Yes. Per <i>Plan El Paso</i> Policy 2.1.12 (Siting), the subject property is within a preferred development location due to its location on Stan Roberts Drive, a major arterial, and near US Highway 54.</p>

THE PROPOSED ZONING DISTRICT’S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
<p>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.</p>	<p>No. The subject property does not lie within an historic district, study area plan, or overlay district.</p>
<p>Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.</p>	<p>No. No adverse impacts are anticipated on the properties surrounding the subject property from the proposed zoning district and use.</p>
<p>Natural Environment: Anticipated effects on the natural environment.</p>	<p>No. The subject property is not within an area that has been identified as environmentally sensitive. It lies completely outside of any arroyos and the Mountain and Hillside Development areas.</p>
<p>Stability: Whether the area is stable or in transition.</p>	<p>Stable. The land surrounding the subject property is vacant and undeveloped for a considerable distance. There have been no rezoning requests for the past decade in this area.</p>
<p>Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.</p>	<p>No. There have been no changes to the social, economic, or physical conditions in the area of the subject property. Aside from the quarries, all land within municipal and state boundaries surrounding the subject property has never been developed.</p>

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The subject property takes access from Stan Roberts, a major arterial. Pursuant to requirements for this rezoning request, a Traffic Impact Analysis conducted by the applicant is under review by the City of El Paso’s Streets and Maintenance Department as well as

by the Texas Department of Transportation. Prior to development, the subject property will need to be formally subdivided. All necessary infrastructure will be addressed at that time.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments were made by any department or agency who reviewed this case.

PUBLIC COMMENT: This property does not lie within the boundaries of any neighborhood associations. notice was provided to them and to all property owners within 300 feet of subject property on July 29, 2021. As of August 19, 2021, the City has received one (1) phone call and one (1) letter in opposition to the proposed rezoning.

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.
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. (Staff Recommendation)
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. Opposition

ATTACHMENT 1

PZR21-00020



ATTACHMENT 2

Planning and Inspections Department - Planning Division

1. Recommend approval, pending successful resolution of TIA comments

Planning and Inspections Department – Plan Review & Landscaping Division

Recommend approval

Planning and Inspections Department – Land Development

1. Add the following note to generalized plot site plan notes: “The retention of all developed storm-water runoff discharge volume is required within this subdivision’s limits in compliance with all provisions of (Muni-Code 19.19.010A, DSC, and DDM Section 11.1).”
2. Coordination with TXDOT for access and drainage requirements will be required at time of development.

Fire Department

No adverse comments

Police Department

No comments provided

Environment Services

No comments provided

Streets and Maintenance Department

1. If at any time in the future the site access is altered, the TIA shall be updated as determined by the Streets and Maintenance Department.
2. Revise trip distribution volumes in Figure 5 & 6. For example, in Figure 5 traffic entering Stan Roberts Sr Ave from US54 is 575, but volumes at Driveway 3 from Stan Roberts Sr Ave and US54 is 274.
3. The developer shall be responsible for any mitigation measures implemented at US54 at Mesquite Hill Dr. and McCombs St. at Stan Roberts Sr Ave as these are part of the study intersections agreed upon during the scoping meeting.
4. Was a segment analysis conducted on Stan Roberts Sr Ave? What types of improvements will be done to this street?

Sun Metro

No objections

El Paso Water Utilities

We have reviewed the request described above and provide the following comments:

El Paso Water (EPWU) does not object to this request.

Major water and sewer infrastructure which has been identified in the El Paso Water Northeast water and wastewater plans is required to serve these properties.

The subject property is located within the Northeast Impact Fee Service Area. Impact fees will be assessed and collected at the time the El Paso Water Utilities receives an application for water and sanitary sewer services when service becomes available.

EPWU-PSB Comments

U.S.-54 is a Texas Department of Transportation (TxDOT) right-of-way. All proposed water and sanitary sewer work to be performed within U.S.-54 right-of-way requires written permission from TxDOT.

An application for additional water and sanitary sewer services should be submitted 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 EPWU – PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater:

EP Water-SW reviewed the property described above and provide the following comments:

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.

Texas Department of Transportation

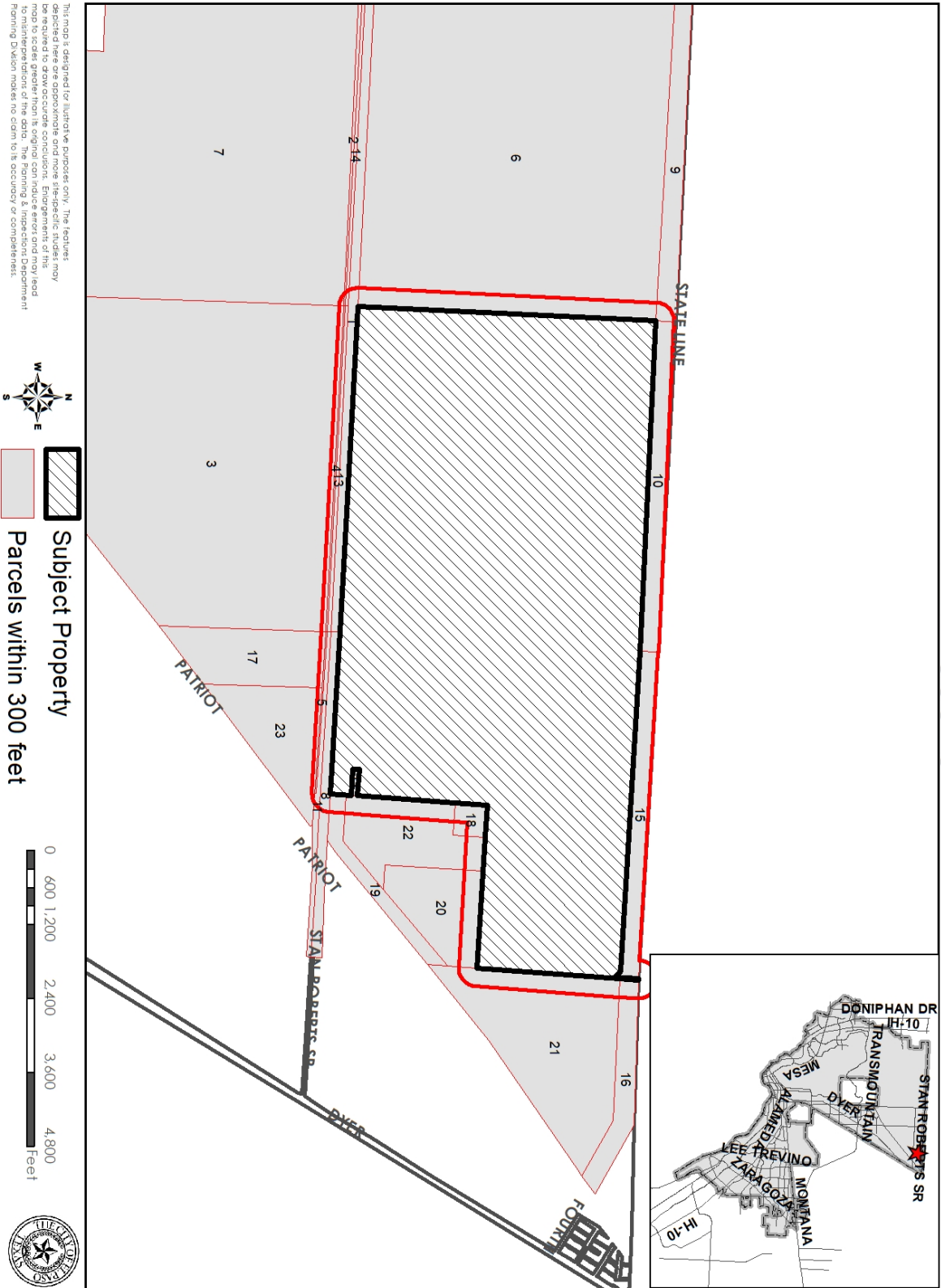
1. The TIA did not analyze the segment of Stan Roberts Sr. Ave. (FM 2529) that is part of the state system. Stan Roberts Sr. Ave. from FM 2529 (McCombs St.) to FM 3255 (Martin Luther King Jr. Blvd.) is a state roadway which includes the intersection. Since traffic, at least through 2024, that will be going through New Mexico will need to use these two roadways.

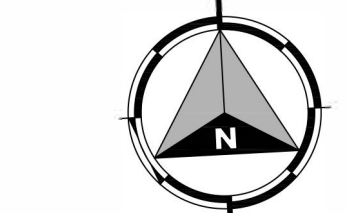
El Paso County Water Improvement District

The attached plat [sic] is not within the boundaries of EPCWID1.

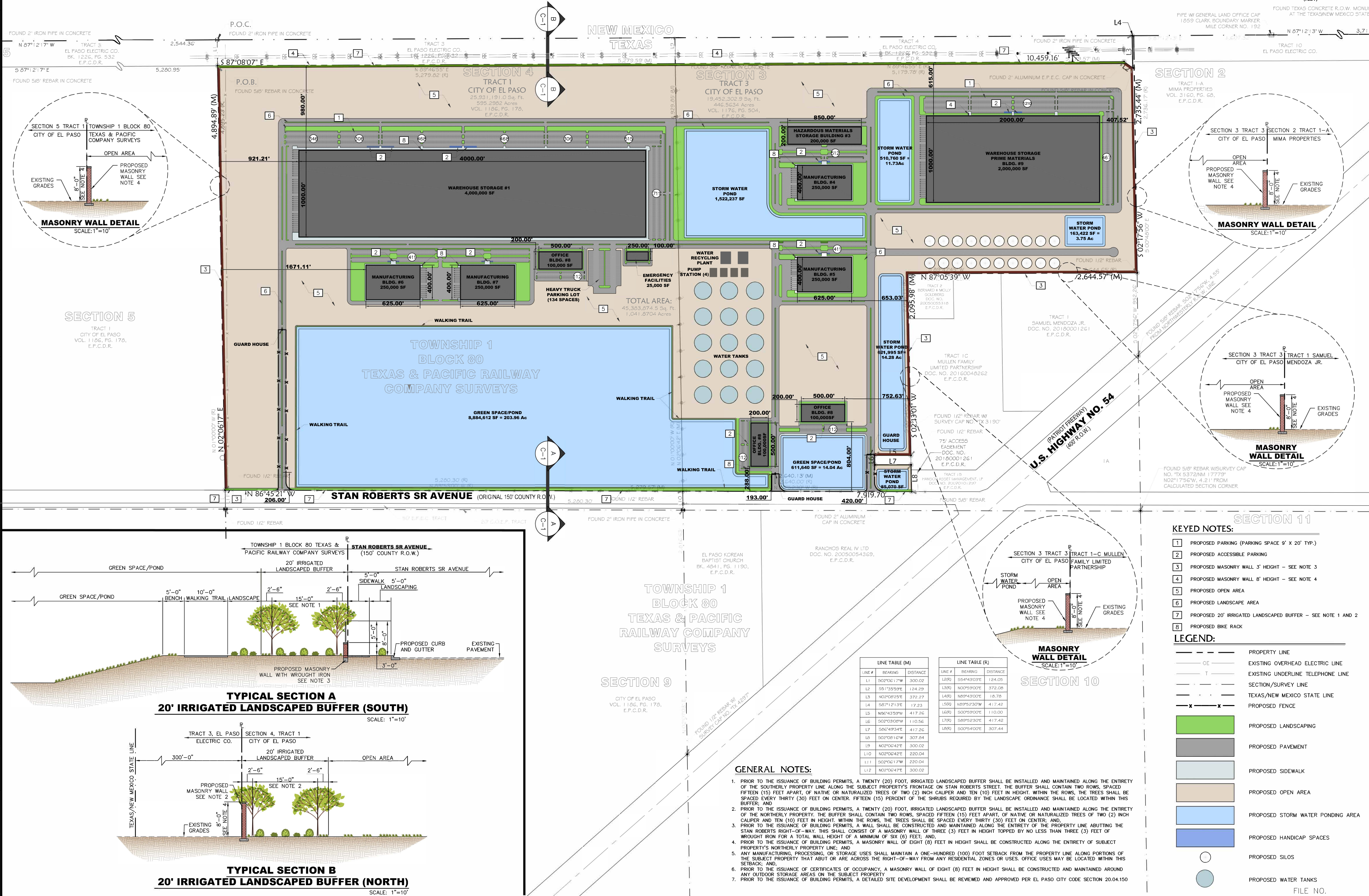
ATTACHMENT 3

PZRZ21-00020





GRAPHIC SCALE

500' 0 500'
(FEET)

REFERENCES -- BENCHMARKS

BENCHMARKS:
BASES OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM, 1983 (NAD 83).
DEFINITION: THE TEXAS STATE PLANE COORDINATE SYSTEM, 1983 (NAD 83).
DEFINITION: THE TEXAS STATE PLANE COORDINATE SYSTEM, 1983 (NAD 83).

CONSULTANT'S NAME

ENGINEER'S SEAL

SCALE

PROJECT NAME

STAN ROBERTS - US 54 HIGHWAY

SHEET

TITLE

GENERALIZED PLOT PLAN

SHEET

C-1

BROCK & BUSTILLOS INC.
CONSULTING ENGINEERS
LAND SURVEYORS

ENGINEER'S SEAL

SCALE

PROJECT NAME

STAN ROBERTS - US 54 HIGHWAY

SHEET

TITLE

SHEET

C-1

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LAND SURVEYORS

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STAN ROBERTS - US 54 HIGHWAY

ATTACHMENT 5

Guayante, Anne M.

From: Douglas Schwartz <DSchwartz@swlds.net>
Sent: Tuesday, August 10, 2021 3:34 PM
To: Guayante, Anne M.
Cc: Etiwe, Philip F.; Garcia, Raul; Conrad Conde (cconde@condeinc.com); Priscilla Hernandez; Westin, Cary S.; birk@mgmsg.com; Mr. W. David Bernard (dber@scotthulse.com)
Subject: Rezoning Case Number PZRZ21-00020 - CPC Hearing August 12, 2021
Attachments: VDN-EST-LND-USE-MAP-Model 02_2019.pdf

Dear Ms Guayante,

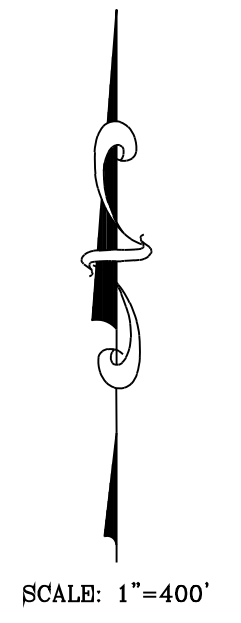
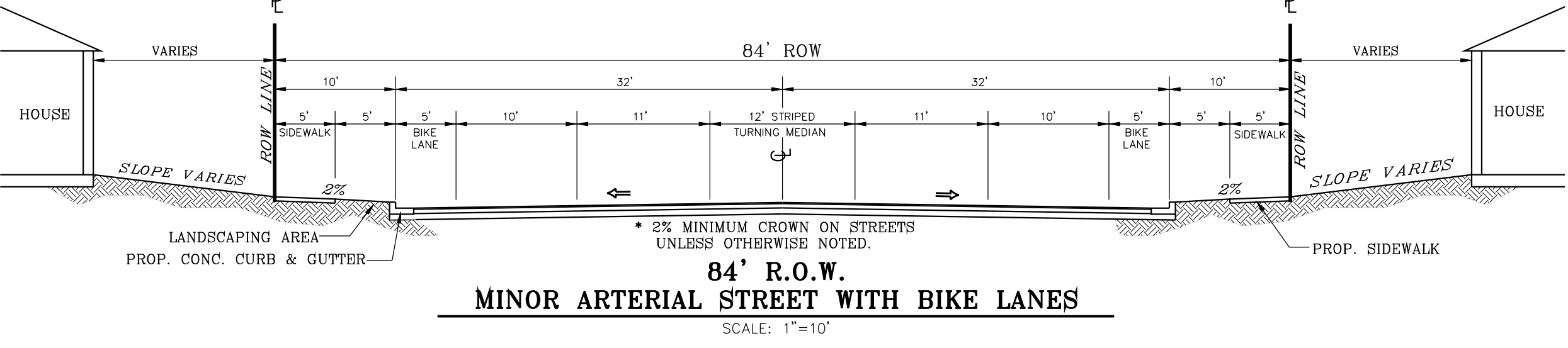
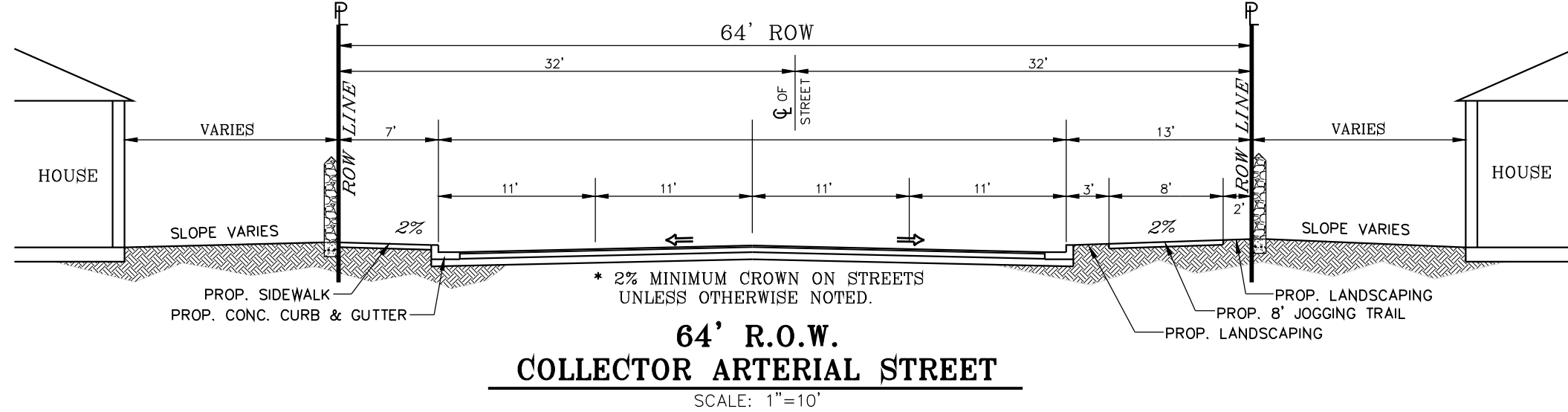
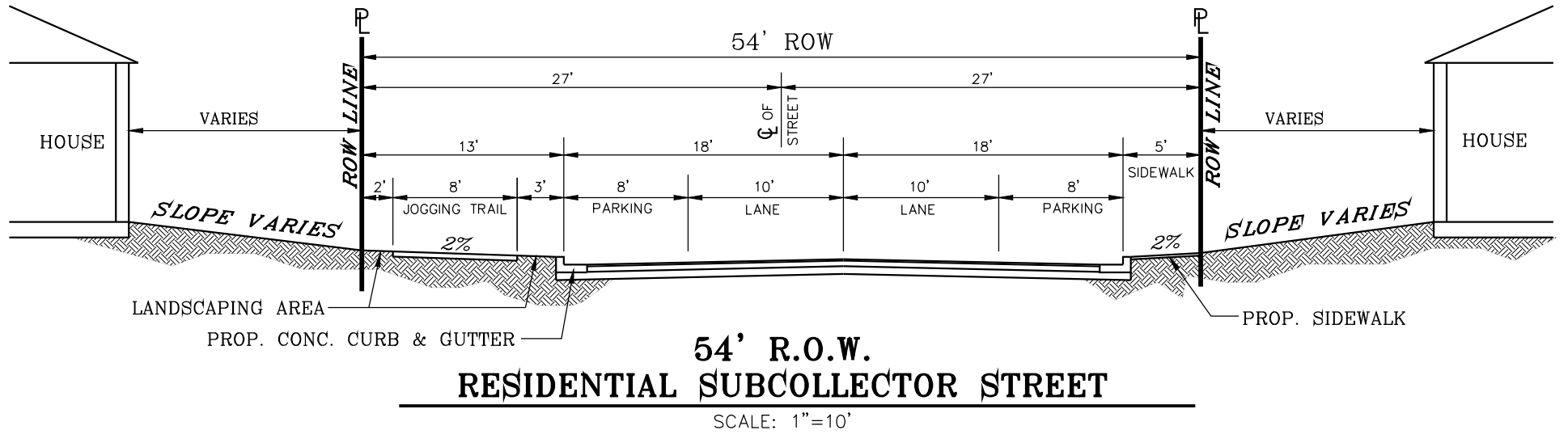
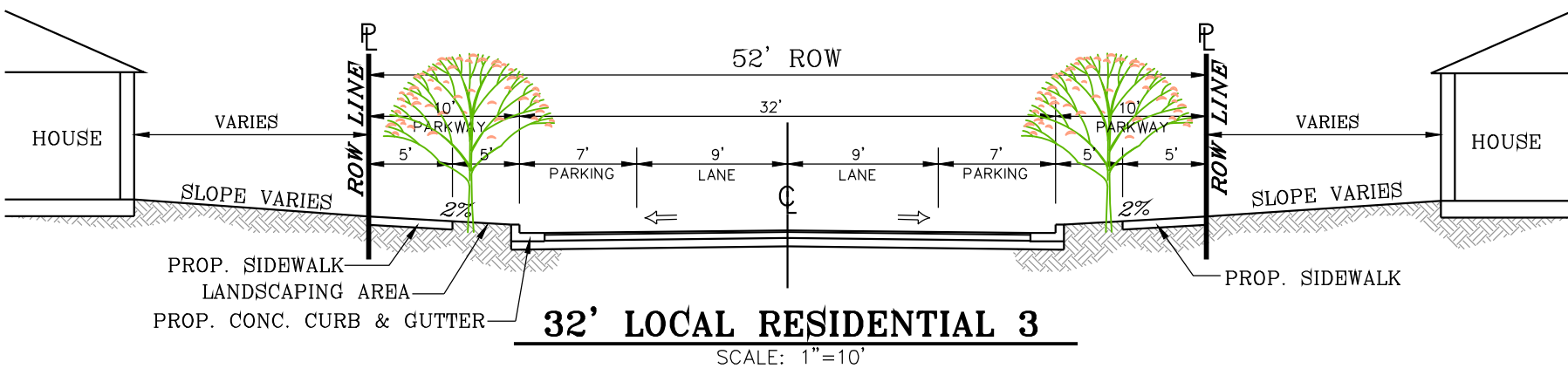
I am writing this letter in opposition of Zoning Case Number PZRZ21-00020 which is to be heard by the City Plan Commission this Thursday, August 12, 2021. I represent an adjacent property owner as an officer and owner of Ranchos Real Developers, Inc., general partner of Ranchos Real IV, Ltd. (the adjacent property owner). Not only are we within 300' from the boundary of the rezoning, but we have an approved Land Study known as Vista del Norte (Copy attached) on the adjacent property and that Land Study is currently under development (as incorrectly stated in the staff comments). **We did not receive a notice as required by the Municipal Code.** The majority of our Land Study is residential housing which is NOT compatible with M-2 Heavy Manufacturing and is not in keeping with promoting the public health, safety, morals, or general welfare and protecting and preserving places and areas of historical, cultural, or architectural importance and significance. In addition, the application and staff report is incorrect in statements made regarding adjacent land uses and compatibility and is incomplete as it does not include a generalized plot plan and other items required by the Municipal Code.

Furthermore, the M-2 Zoning Permissible Uses will be harmful to the Vista del Norte development and future homeowners. Approving this request will severely damage our development and have an adverse impact on our property values and future sales. Again, Ranchos Real IV, Ltd. is extremely opposed to this request and this item should be rejected due to incompatibility or deleted until proper notices and compliance with the ordinance is achieved. We will be happy to meet with the City to discuss this further.

Regards,
Douglas Schwartz
Vice President
Ranchos Real Developers, Inc.
General Partner of Ranchos Real IV, Ltd.

LAND USE STUDY

BEING A PORTION OF SECTIONS 2, 10, 11, AND 15, BLOCK 80,
TSP 1, TEXAS AND PACIFIC RAILROAD CO. SURVEYS,
CITY OF EL PASO, EL PASO COUNTY, TEXAS
CONTAINING: 757.538 ACRES




NOTE:
HEREON DESCRIBED SITE LIES IN ZONE "C"
NO. 480214 00059 AND NO. 480214 00108,
PANELS NOT PRINTED.

LEGEND			
SYMBOL	LAND USE	*AREA ac. (INCLUDING STREETS)	
	PR-1	* 585.685	2,050 UNITS OR 5 UNITS PER AC.
	C-2	* 20.685	
	A-2	* 66.020	693 UNITS OR 15 UNITS PER AC.
	PARK	28.733	
	POND	16.415	
	SCHOOL	40.000	
	TOTAL AREA	757.538	
* ASSUME 30% OF AREAS TO BE STREET AND DRAINAGE R.O.W.			

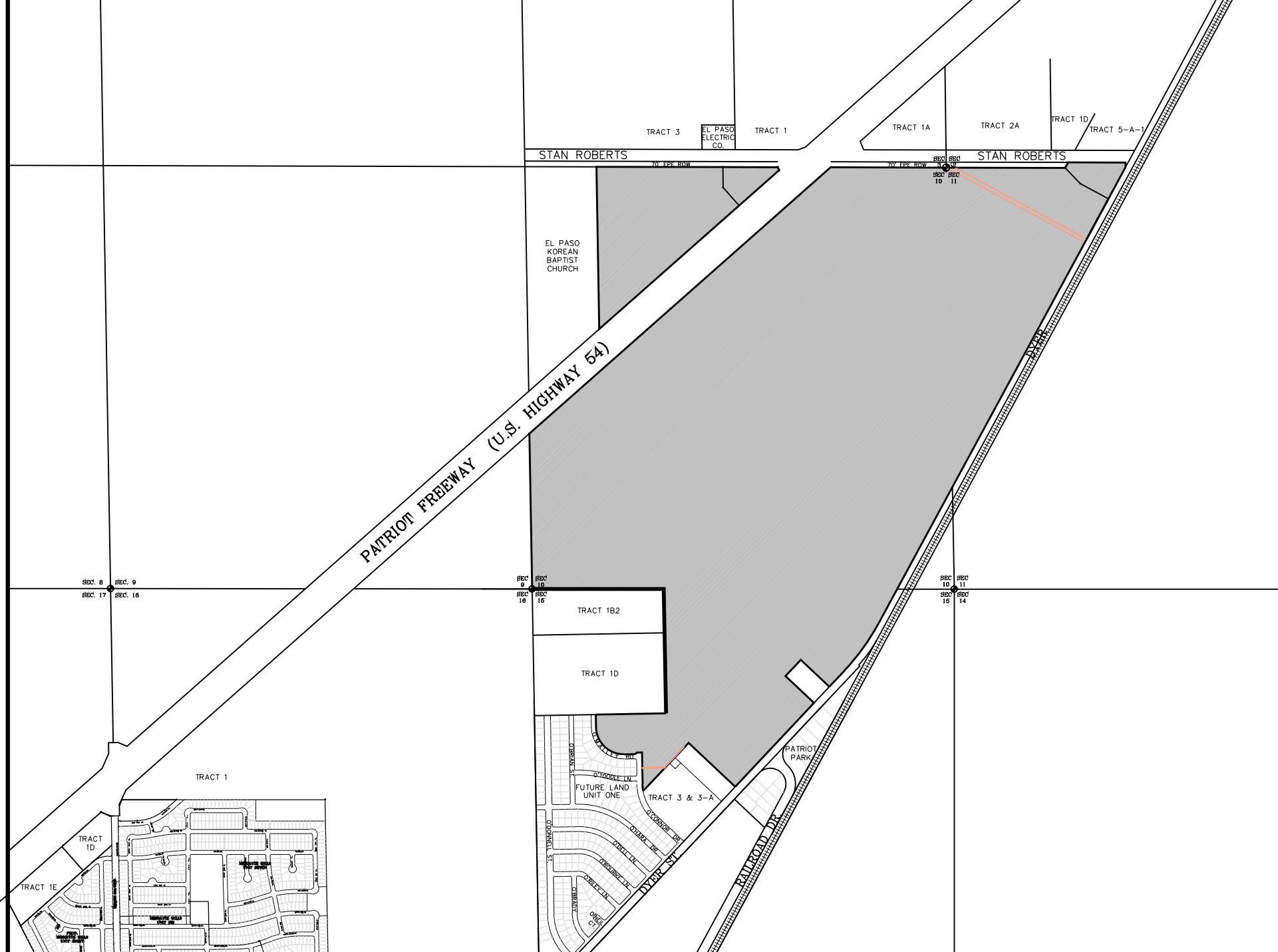
LINE TABLE					
LINE	LENGTH	BEARING			
L1	41.43	S20°39'23"E			
L2	79.49	N28°25'13"E			
L3	59.20	S00°08'27"W			
L4	70.00	S88°56'26"W			
L5	135.00	S88°56'26"W			
L6	98.59	N41°58'24"E			

CURVE TABLE					
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING
C1	2814.82	729.81	366.96	727.76	N35°50'53"E
C2	528.82	82.36	41.26	82.28	S05°18'37"E
C3	20.00	31.42	20.00	28.28	N43°56'26"E
C4	345.00	541.92	345.00	487.90	S46°03'34"E



CONDE INC.
ENGINEERING / PLANNING
GPS / SURVEYING / CAD
6080 BURDETTE DR. STE 100
EL PASO, TEXAS 79905
PHONE: (915) 692-0283
FAX: (915) 692-0286

LOCATION MAP NTS



Guayante, Anne M.

From: Priscilla Hernandez <phernandez@classicamerican.com>
Sent: Wednesday, August 11, 2021 3:43 PM
To: Guayante, Anne M.
Cc: 'cconde@condeinc.com'; Douglas Schwartz; Jorge Arroyo
Subject: Rezoning Case Number PZRZ21-00020 - CPC Hearing August 12, 2021

Re: Request to change zoning

Property: 7000 Stan Roberts (District 4)

Case Number: PZRZ21-00020

Dear Ms. Guayante:

I write on behalf of Direct Home Sales, Inc., owner of approximately 104 acres of land abutting the Southwest corner of Stan Roberts Ave. and Dyer. The legal description being Tracts 1 and 2, Section 11, and Tract 5B1, Section 2, Block 80, Township 1, Texas and Pacific Railway Company Surveys. Direct Home Sales, Inc. is affiliated with Classic American Homes.

We understand the rezoning mentioned above would allow M-2 (Heavy Manufacturing). Our property is part of a Land Study known as Vista del Norte. We are concerned with how this zone change will affect our plans for building single family residential homes. We feel this M-2 Zoning will negatively impact our future homeowners by creating heavy traffic on Stan Roberts, excessive noise and pollution in addition to decreasing our property values and future sales.

Therefore, Direct Home Sales, Inc. and Classic American Homes object to the proposed change due to the potential harm to the Vista del Norte development.

Sincerely,



Priscilla Hernandez

Senior Vice President

 phernandez@classicamerican.com

 (915) 593-7707

 12770 Edgemere Blvd A-1
El Paso TX, 79938

www.classicamerican.com





ITEM 9

7000 Stan Roberts Rezoning

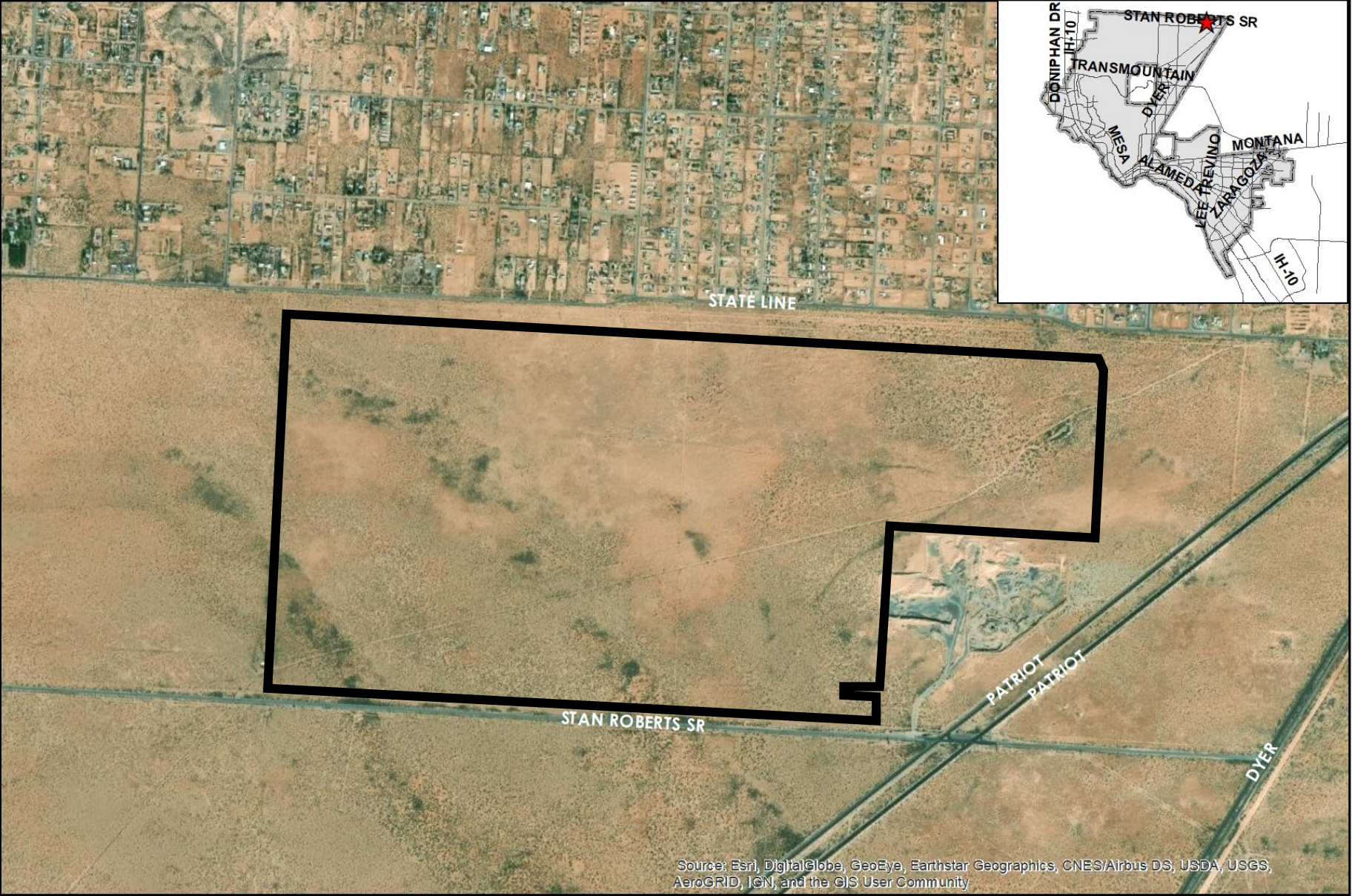
PZRZ21-00020

Strategic Goal 3.

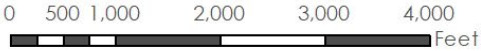
Promote the Visual Image of
El Paso



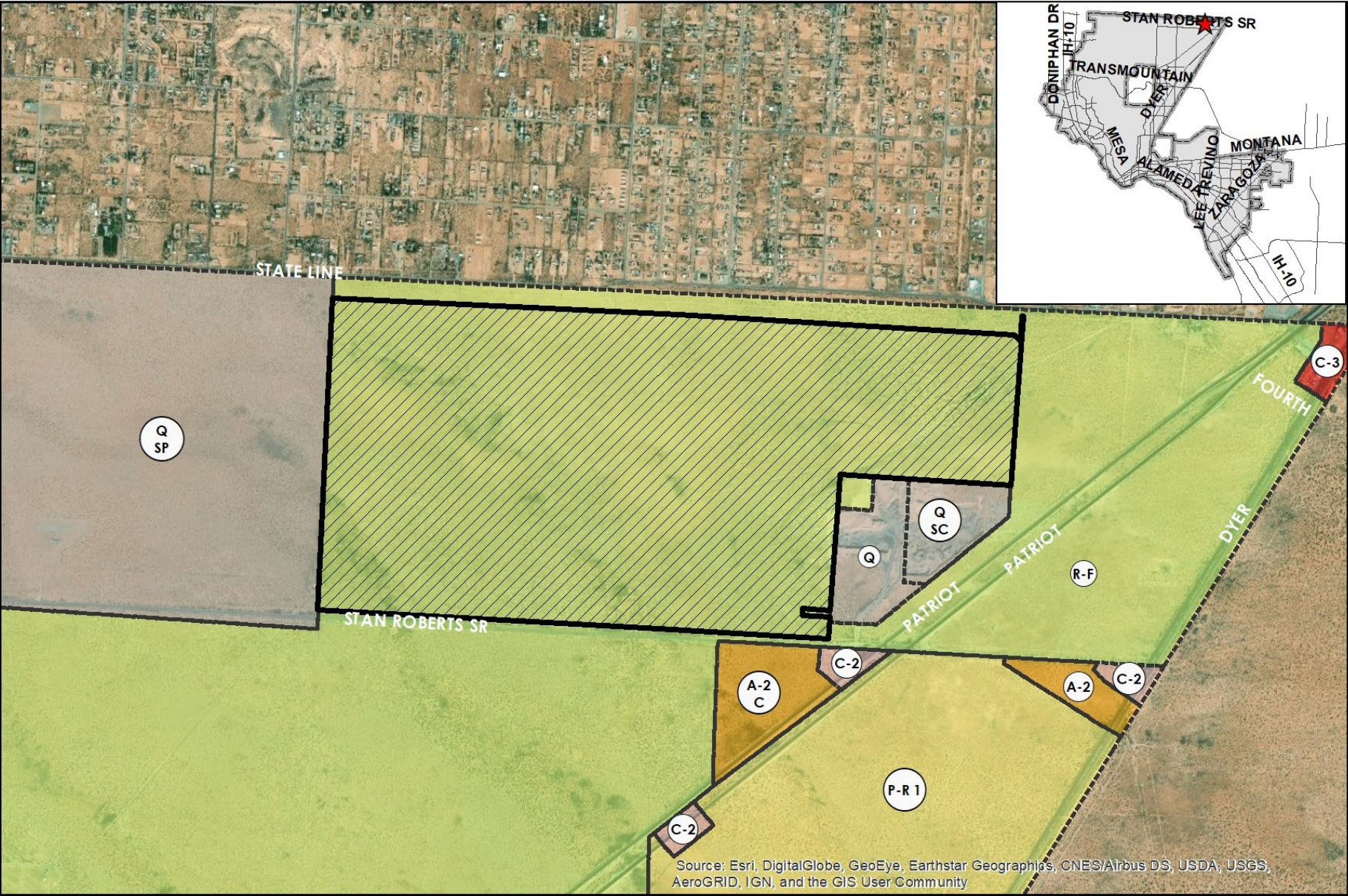
Aerial



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.



Existing Zoning



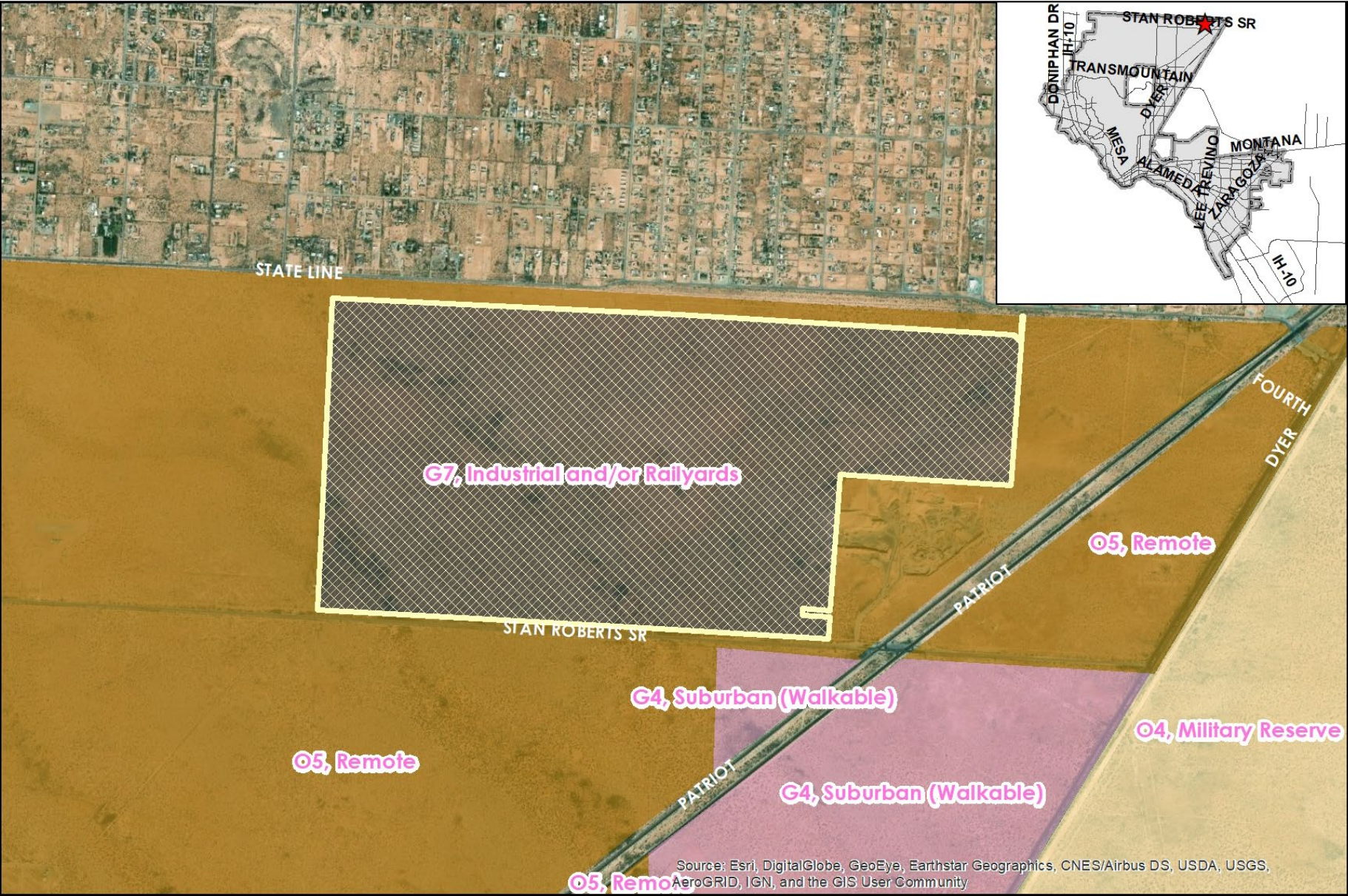
This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.



Subject Property



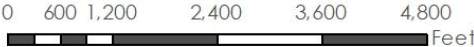
Future Land Use



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.



Subject Property





Proposed Conditions

- Landscape buffers and masonry walls along the Stan Roberts frontage and the northerly property line
- A 100' setback for any manufacturing, processing, or storage uses anywhere that the property line abuts residential zones or uses, even if separated by a right-of-way
- Detailed site development plan



Subject Property

Surrounding Development



W



N



E

S

Public Input

- Notices were mailed to property owners within 300 feet on July 30, 2021.
- The Planning Division has received one phone call and two letters in opposition to the request.



Recommendation

- Staff recommends approval with conditions of the rezoning request



Mission

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



Vision

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



Values

Integrity, Respect, Excellence, Accountability, People



Legislation Text

File #: 21-1223, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 8

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

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

AGENDA LANGUAGE:

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

An Ordinance changing the zoning of all of Lots 1 through 20, Block 266, Campbell Addition, and the vacated 20.00' alley, City of El Paso, El Paso County, Texas from C-1/c/sp (Commercial/conditions/special permit), A-2 (Apartments), and C-4/sp (Commercial/special permit) to G-MU/c/sp (General Mixed Use/conditions/special permit) and approving a Master Zoning Plan. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 405 Montana Ave.

Applicant: SLI Engineering c/o Georges Halloul, PZRZ21-00001

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

AGENDA DATE: October 26, 2021
PUBLIC HEARING DATE: November 23, 2021

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Luis Zamora, (915) 212-1552

DISTRICT(S) AFFECTED: District 8

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance changing the zoning of all of Lots 1 through 20, Block 266, Campbell Addition, and the vacated 20.00' alley, City of El Paso, El Paso County, Texas from C-1/c/sp (Commercial/conditions/special permit), A-2 (Apartments), and C-4/sp (Commercial/special permit) to G-MU/c/sp (General Mixed Use/conditions/special permit) and approving a Master Zoning Plan. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 405 Montana Ave.
Applicant: SLI Engineering c/o Georges Halloul, PZRZ21-00001

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone the subject property from C-1/c/sp (Commercial/conditions/special permit), A-2 (Apartments), and C-4/sp (Commercial/special permit) to G-MU/c/sp (General Mixed Use/conditions/special permit) and seeks approval of a Master Zoning Plan for a proposed multi-family complex, which consist of eighty (80) apartment units. City Plan Commission recommended approval (7-0) of the rezoning request on October 21, 2021. As of October 25, 2021, staff has received three (3) letters in support with no communication in opposition of the request. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division
SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Kevin Smith for Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF ALL OF LOTS 1 THROUGH 20, BLOCK 266, CAMPBELL ADDITION AND THE VACATED 20.00' ALLEY, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM C-1/C/SP (COMMERCIAL/CONDITIONS/SPECIAL PERMIT), A-2 (APARTMENTS), AND C-4/SP (COMMERCIAL/SPECIAL PERMIT) TO G-MU/C/SP (GENERAL MIXED USE/CONDITIONS/SPECIAL PERMIT) AND APPROVING A MASTER ZONING PLAN. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of All of Lots 1 through 20, Block 266, Campbell Addition, and the vacated 20.00' alley, City of El Paso, El Paso County, Texas, be changed from C-1/c/sp (Commercial/conditions/special permit), A-2 (Apartments), and C-4/sp (Commercial/special permit) to **G-MU/c/sp (General Mixed Use/conditions/special permit)** and approving a Master Zoning Plan, as defined in Section 20.06.020, such land uses allowed as being reflected in the Master Zoning Plan attached as **Exhibit B** herein for all purposes, and that the zoning map of the City of El Paso be revised accordingly and is incorporated herein by reference for all purposes, more particularly described by the metes and bounds attached as **Exhibit A** and,

The Penalties for violating the standards imposed through this rezoning ordinance are found in Chapter 20.24 of the El Paso City Code.

ADOPTED this _____ day of _____, 2021.

ATTEST:

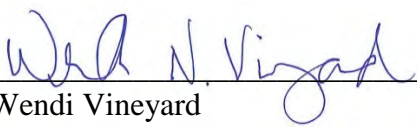
THE CITY OF EL PASO:

Laura D. Prine, City Clerk

Oscar Leaser
Mayor

APPROVED AS TO FORM:

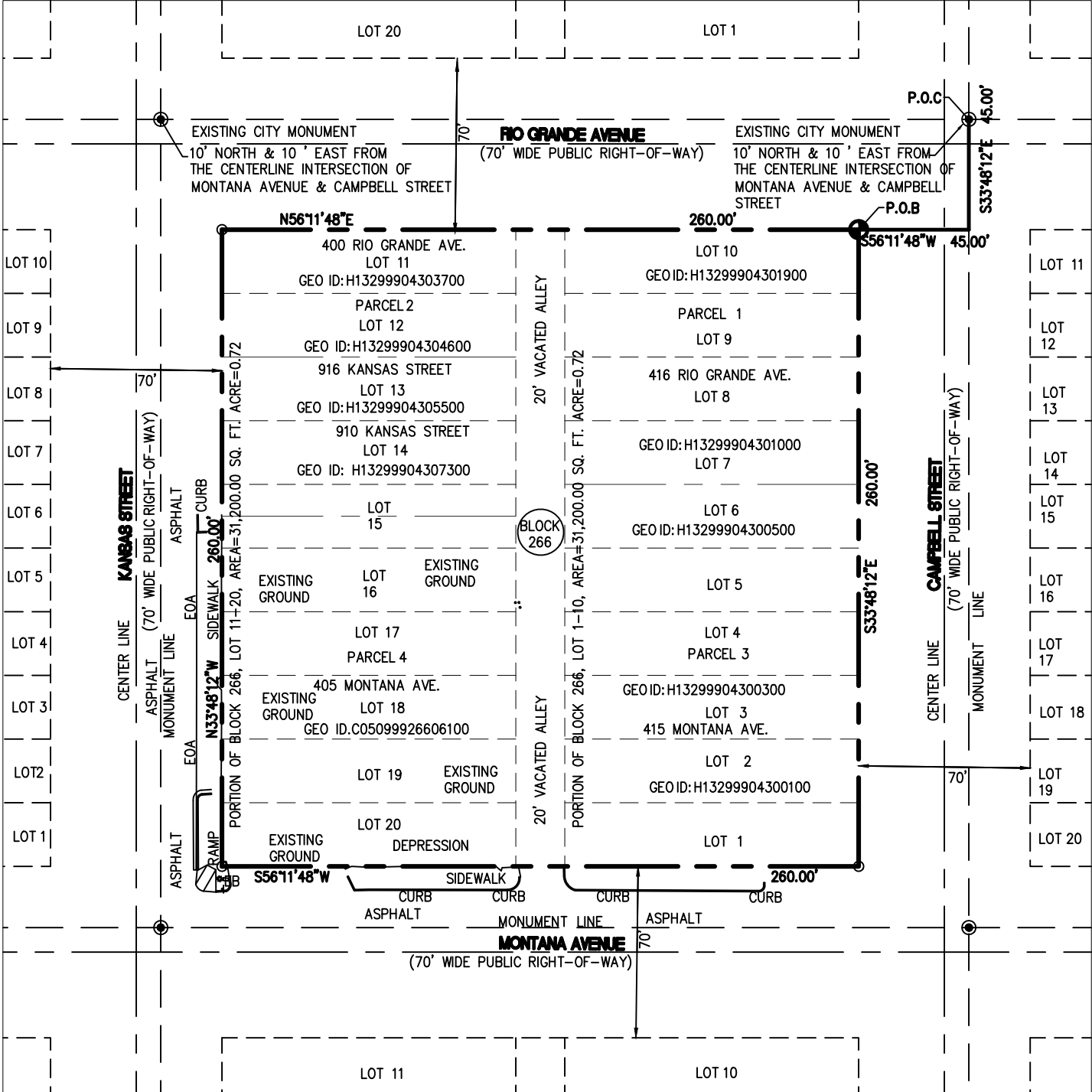
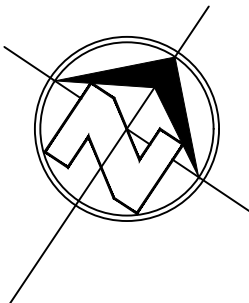
APPROVED AS TO CONTENT:



Wendi Vineyard
Assistant City Attorney

 for

Philip F. Etiwe, Director
Planning & Inspections Department



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

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

PLAT OF BOUNDARY ON BLOCK 266



CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS
6800 WESTWIND DRIVE
EL PASO, TEXAS
(915) 584-4457

SLI ENGINEERING, INC.

JOB #: 06-20-4435 DR. BY: LCD
SCALE: 1"=60' F.B. #: ***
DATE: 12/30/19

PROPERTY DESCRIPTION

All of Lots 1 through 20, Block 266, Campbell Addition, an addition to the City of El Paso, El Paso County, Texas, and the vacated 20.00' alley.

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

METES AND BOUNDS DESCRIPTION

All of lots 1 through 20, Block 266, Campbell addition, an addition to the City of El Paso, El Paso County, Texas, and the vacated 20.00' alley, more particularly described by metes and bounds as follows:

Commencing at an existing city monument, 10 foot north and 10 foot east of the centerline intersection of Campbell Street and Rio Grande Avenue; Thence, South 33°48'12" East from said city monument and on the monument line of Campbell Street, a distance of 45.00 feet to a point; Thence, South 56° 11' 48" West, away from said monument line, a distance of 45.00 feet to point for a boundary corner lying on the intersection of the southern easterly right-of-way line of Campbell Street and the southerly right-of-way of Rio Grande Avenue, said point being the "TRUE POINT OF BEGINNING" of this boundary description;

THENCE, South 33° 48' 12" East, with said right-of-way line of Campbell Street, a distance of 260.00 feet to a boundary corner lying on the northerly Montana Avenue right of-way and the westerly right-of-way line of Montana Avenue.

THENCE, South 56° 11' 48" West, with said right-of-way line Montana Avenue a distance of 260.00 feet to a boundary corner lying on the north-easterly right-of-way line of Kansas Street.

THENCE, North 33° 48' 12" West, with said right-of-way line of Kansas Street, a distance of 260.00 feet to a boundary corner lying on the southerly right-of-way line of Rio Grande Avenue;

THENCE, North 56° 11' 48" East, with said right-of-way line of Rio Grande Avenue, a distance of 260.00 feet back to the "TRUE POINT OF BEGINNING" of this boundary description.

Said Parcel of land containing 1.5518 Acres (67,598.30 Sq. Ft.) of land, more or less.



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

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PLAT OF BOUNDARY ON BLOCK 266



CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS
6800 WESTWIND DRIVE
EL PASO, TEXAS
(915) 584-4457

SLI ENGINEERING, INC.

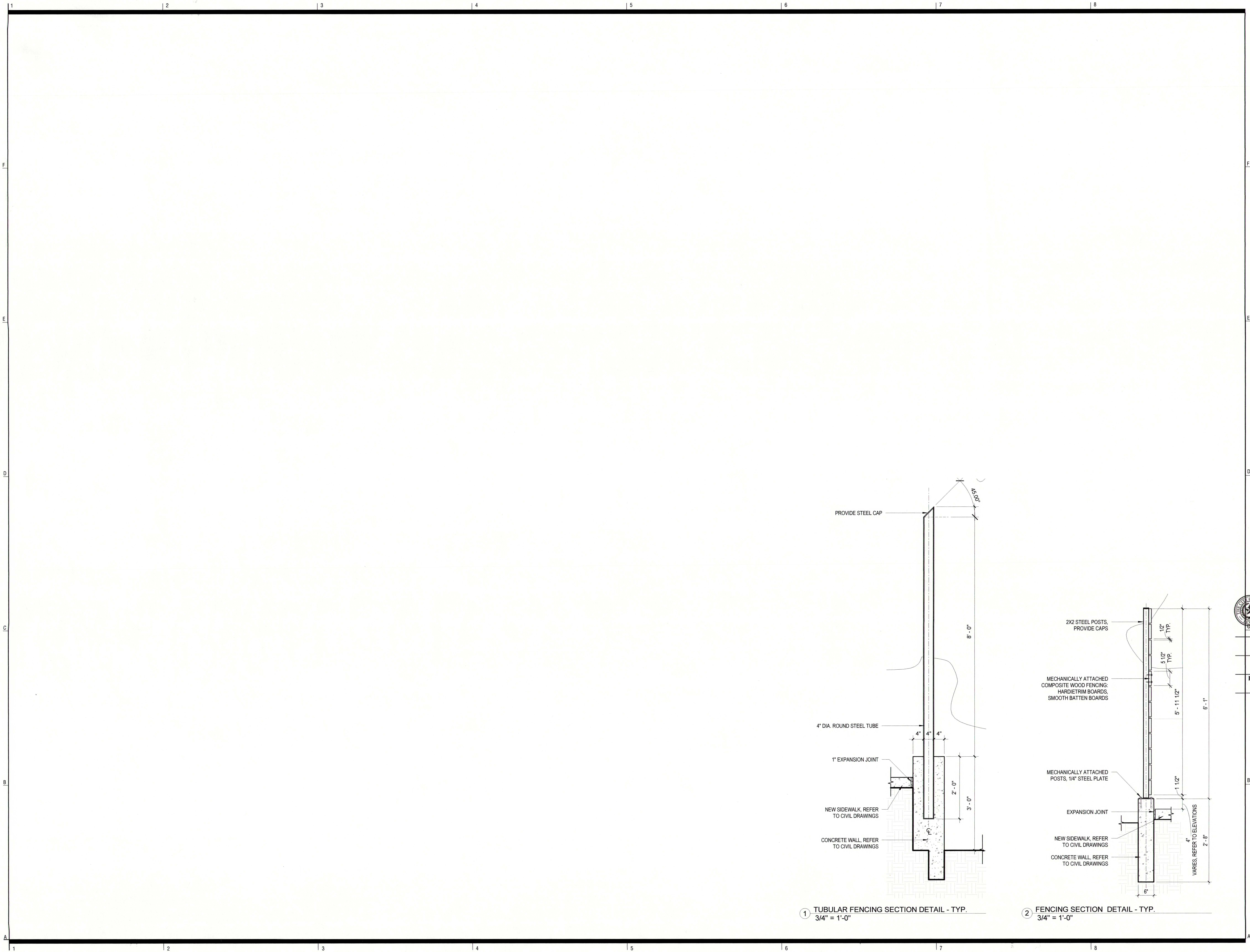
PROPERTY DESCRIPTION

All of Lots 1 through 20, Block 266, Campbell Addition, an addition to the City of El Paso, El Paso County, Texas, and the vacated 20.00' alley.

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

JOB #: 06-20-4435 DR. BY: LCD
SCALE: 1"=60' F.B. #: ***
DATE: 08/26/21



in*situ
ARCHITECTURE

112 Texas Ave. | El Paso, TX 79901
p 915.533.SITU (7488)
www.insituarc.com



10.12.21

HACEP - NUESTRA SEÑORA

HACEP

415 Montana Ave.
El Paso, Texas 79902

REVISION SCHEDULE

Number	Date	Description
--------	------	-------------



PLANNING & INSPECTIONS DEPARTMENT
PLANNING DIVISION
MASTER ZONING PLAN
APPROVED BY CITY COUNCIL

DATE: 10/19/21
APPLICANT: [Signature]

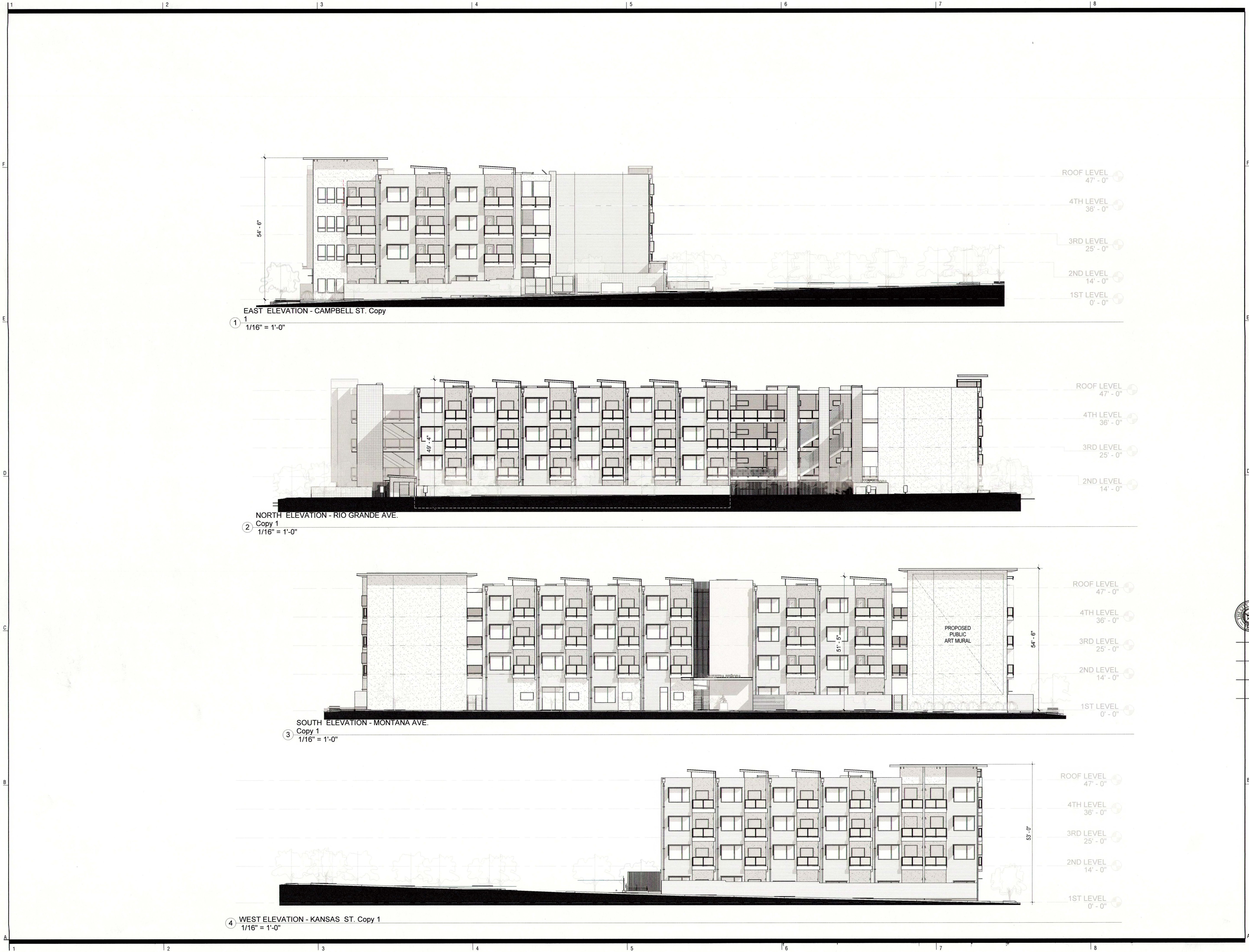
EXECUTIVE SECRETARY, CITY PLAN COMMISSION

CITY MANAGER

PROJECT STATUS:	DESIGN DEVELOPMENT
ISSUE DATE:	10.12.21
PROJECT NO.:	20019
DRAWN BY:	FT
CHECKED BY:	WH

MASTER ZONING -
FENCING DETAILS

A-99.1



10.12.21

HACEP - NUESTRA SEÑORA

HACEP

415 Montana Ave.
El Paso, Texas 79902

REVISION SCHEDULE

Number	Date	Description
--------	------	-------------



PLANNING & INSPECTIONS DEPARTMENT
PLANNING DIVISION
MASTER ZONING PLAN
APPROVED BY CITY COUNCIL

[Signature]
DATE
APPLICANT

EXECUTIVE SECRETARY, CITY PLAN COMMISSION

CITY MANAGER

PROJECT STATUS:	DESIGN DEVELOPMENT
ISSUE DATE:	10.12.21
PROJECT NO.:	20019
DRAWN BY:	FT
CHECKED BY:	EL

**MASTER ZONING PLAN
- EXTERIOR
ELEVATIONS**

A-99.2

General Mixed Use Zoning Report

Nuestra Senora Apartment

Owner: The Housing Authority of the City of El Paso

Prepared by: Georges Halloul, P.E.

August 2021



**PLANNING & INSPECTIONS DEPARTMENT
PLANNING DIVISION
MASTER ZONING PLAN
APPROVED BY CITY COUNCIL**

10/20/2021
DATE

APPLICANT

EXECUTIVE SECRETARY, CITY PLAN COMMISSION

CITY MANAGER

GENERAL MIXED USE ZONING REPORT
Nuestra Senora Apartment

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abstract

This study is intended to assist the owner/ developer in meeting the City requirements for rezoning application of the proposed tracts. The report will address the requirements as set in the City Of El Paso Municipal Code Title 20, Section 20.10.360G..

limitations

This report has been prepared for the exclusive use of The City of El Paso, The Housing Authority of the City of El Paso, HACEP, and its consultants for evaluation purposes and does not contain information for other parties or other uses.

The results submitted in this report are based on data obtained from the following sources:

1. SLI Engineering, Inc.
2. The City of El Paso
3. Texas Department of Transportation
4. In-Situ Architects.
5. Field data collected during the study

If the project information described in this report is incorrect or altered, or if new information is available, we should be retained to review and modify the results of this study.




Introduction

HACEP., is in the process of processing a Rezoning Application for existing site located on the block between Montana and Rio Grande in the north south direction and Campbell and Kansas in the east west direction. The developer is applying for a General Mixed Use to accommodate, encourage and promote an innovatively designed mix of Multifamily, open space and an administrative office for the apartment administrative activities.

Executive summary

The proposed development will be in compliance with all the General Design Principals, General Design Elements, Architectural Objectives, Roadway Design, Parking, Setbacks and Landscaping principals and requirement listed under Chapter 20.10.360G Supplemental Use Regulations, residential Mixed Use Development.

Also the proposed development is in compliance with the Land Use and City Goals and Policies:

-  **Land Use City Forms:** The proposed development consists of a balanced and complete community which contains a mix of multifamily units, community gardens, and playground using types and styles, economic development, job opportunities, educational opportunities, and outlets for social and cultural expression.
-  **Residential :** This development will promote fair housing by providing affordable housing, and market rate housing in accordance with Federal, State and Local regulations. The wide range of proposed housings, detached units, 1,2 and 3 bedroom apartments, will respond to the needs of all economic segments of the community. Also the proposed private amenities encourage the use of planned unit development
-  **Neighborhoods:** The proposed development with the 4 story building and the parking garage, provide safe and efficient vehicular and pedestrian circulation systems. The community facilities are located within the development within walking distance from all dwellings. The neighborhood commercial services surround the proposed facility.

Site Location

The site is located on the Central side of El Paso occupying the block between Cambell St and Kansas in the east and west direction, and Montana and Rio Grande in the north south direction.

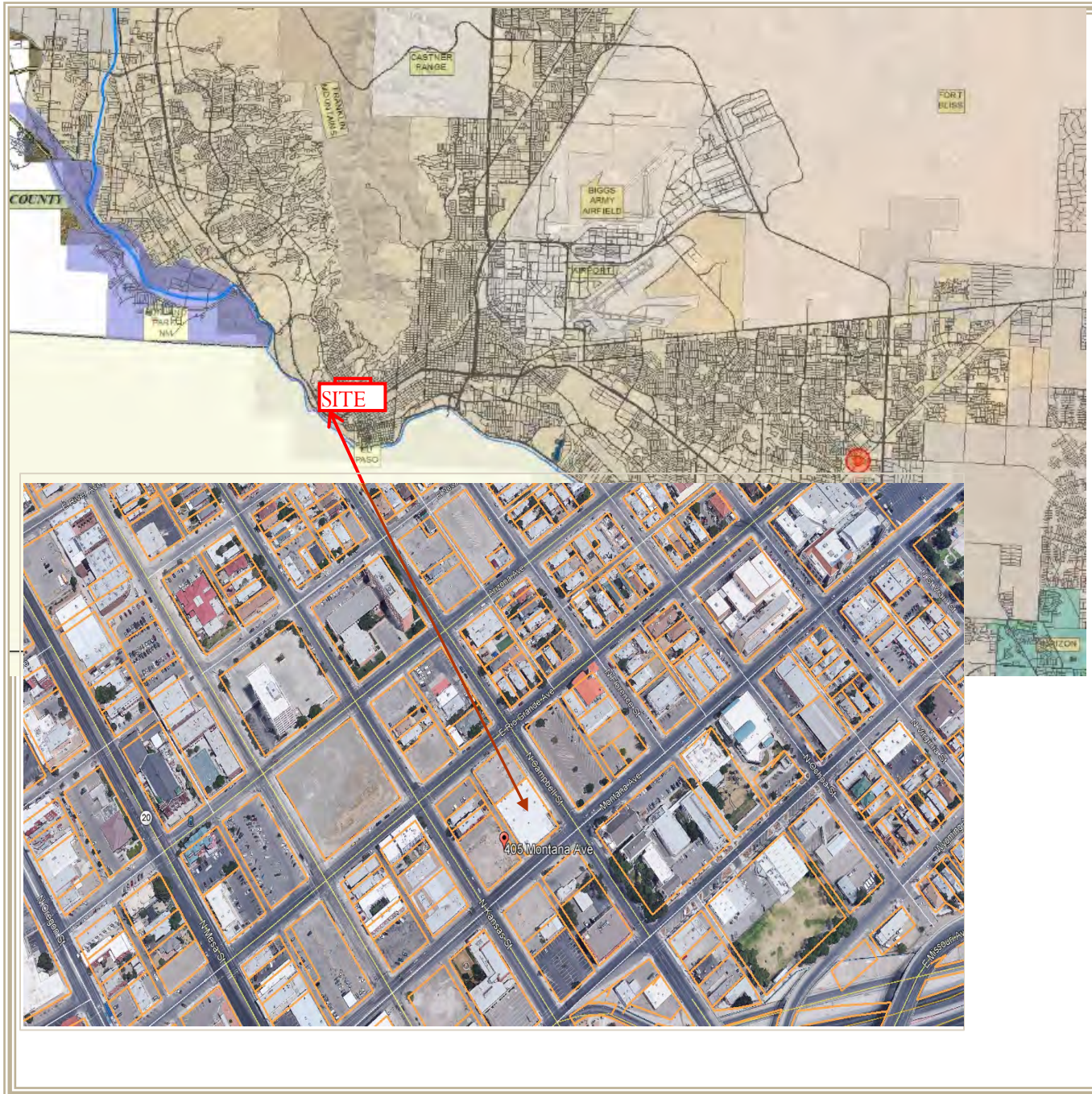


FIGURE 1 : SITE LOCATION

Site Description

The site consists of 1.432 acres to include a 20-foot alley between the two parcels.. The site is occupied by 4 buildings, and vacant land.

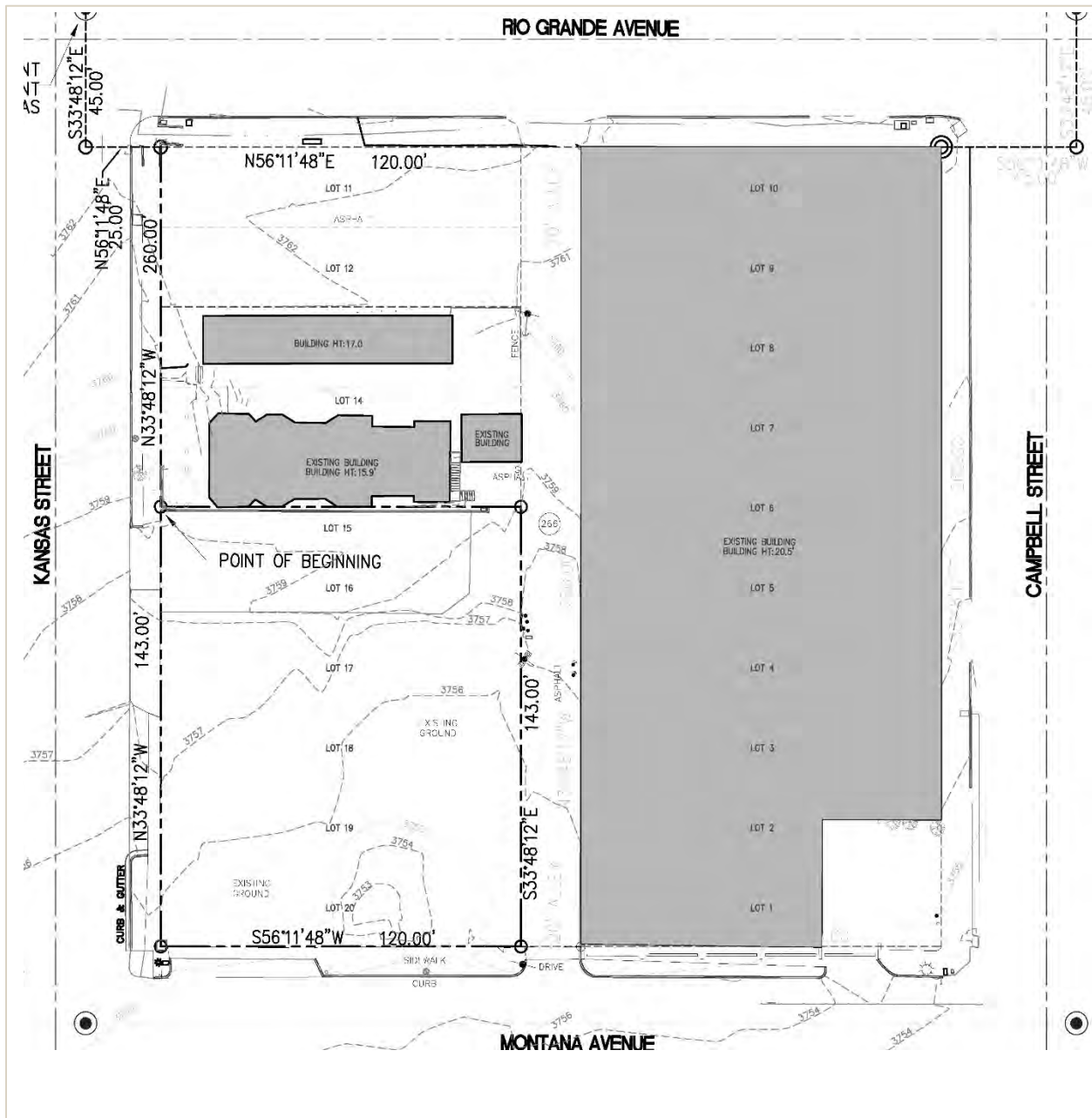


Figure 2: Existing Conditions

Existing Conditions:

Legal Description

The legal description of the site is:

All of lots 1 through 20, Block 266, Campbell Addition, the City of **El Paso, El Paso County Texas.**

The existing alley connecting Montana and Rio Grande between Kansas Street and campbell Street.

Legal Address

There are several addresses on that site:

405 Montana

910 Kansas

916 Kansas

400 Rio Grande

416 Rio Grande

415 Montana

Platting Determination

The site is legally subdivided in the City of El Paso, the subdivision name is Campbell Addition

The lots will not be combined and will stay the same.

Future Land Use

The site is located within the boundary identified by the City comprehensive plan as G-2 Traditional Neighborhood.

:

Proposed Conditions

Land use

The site will be zoned to GMU General Mixed Use.

The following table summarizes the proposed uses.

RESIDENTIAL COUNT		
	1 BDRM	2 BDRM
PHASE I - BUILDING #1		
GROUND LEVEL	12	5
SECOND LEVEL	16	5
THIRD LEVEL	16	5
FOURTH LEVEL	16	5
TOTAL:	60	20
PROPOSED DENSITY:	60 / 1.55 ACRE = 39 UNITS / ACRE	20 / 1.55 ACRE = 13 UNITS / ACRE
	1.5 P.S. X 1 BEDROOM = 90 P.S.	2 P.S. X 2 BEDROOMS = 40 P.S.
PROPOSED NONRESIDENTIAL LAND USE		
#1 (2860 SF): <ul style="list-style-type: none"> • ASSISTANT OFFICE • MANAGER'S OFFICE • BUSINESS CENTER • STO. / JAN. • UNISEX RESTROOMS (2) • GROUND STORAGE • OFFICE (2) • LAUNDRY ROOM • LAUNDRY STORAGE TOTAL NONRESIDENTIAL: 2,940 SF		
MAXIMUM PROPOSED INTENSITY FOR NONRESIDENTIAL LAND USE: 63,520 SF GROSS / 2,840 NONRESIDENTIAL SF X 100 = .22% OF THE TOTAL SF IS NONRESIDENTIAL LAND USE (FLOOR AREA RATIO)		

TABLE 1: TABLE OF RESIDENTIAL COUNTX

The units are spread as follows:

BUILDING #1 Max height 47'

Bldg 1a: 1 Bedroom

3 Units / Floor X 3 = 9 Total Units

2075 Sf / Floor X 3 = 6,225 Total Sf

Bldg 1b: 1 Bedroom

4 Units / Floor X 3 + 3 Ground = 15 Total Units

2760 Sf / Floor X 4 = 11,040 Total Sf

Bldg 1c: 1 Bedroom

5 Units / Floor X 4 = 20 Total Units

3200 Sf / Floor X 4 = 12,800 Total Sf

Bldg 1d: 2 Bedrooms

5 Units / Floor X 4 = 20 Total Units

4500 Sf / Floor X 4 = 18,000 Total Sf

Bldg 1e: 1 Bedroom

4 Units / Floor X 4 = 16 Total Units

2770 Sf / Floor X 4 = 11,080 Total Sf

Proposed Nonresidential Land Use

Bldg 1a: Ground Floor

2,940 Sf / Floor X 1 = 2,940 Total Sf

Floor Area Ratio

The maximum proposed intensity for nonresidential land use is 63,520 gross sf / 2,940 nonresidential sf x 100. The calculated FAR, (floor area ratio), of nonresidential land use is .22% of the total sf

Parking calculation

The parking was calculated based on the different types of proposed uses. The code required 1.5 parking spaces per 1 bedroom unit and 2 parking spaces per 2 bedroom and more. The following table is the summary of the required parking per phase:

60 1-Bedroom Units require 90 Parking Spaces

20 2-Bedroom units requires 40 Parking Spaces

Commercial Office 862 SF / 288 = MIN 3 Parking Spaces.

Total requires is 133 Parking Spaces

Total Provided is 67 Parking Spaces

There will be a shortage of 66 Parking Spaces.

The bike parking spaces provided are 11 spaces which matches the required spaces by code.

Principals and Requirements

The following principles and requirements shall apply to a mixed-use development and shall serve as the basis for approval of a master zoning plan. According to the General Design Principles as per Title 20.10.360G, the following bullets are to be used as guidelines only,” and compliance with any guideline within a mixed-use development shall be determined on a case by case basis as part of the master zoning plan and mixed use development plan approval. It is not intended that every mixed-use development conform to all or any set number of the enumerated design guidelines”.

Development Perspective.

- i. That the natural infrastructure and visual character of the development area be retained as derived from existing topography, riparian corridors and other environmentally sensitive areas.

The land has been vacant and the buildings have been deteriorating. The surrounding areas are developed and occupied. The proposed design will enhance the character of the area and the topographic will not change from the existing topography.

- ii. That the development strategy utilized encourages infill and redevelopment in parity with new and existing neighborhoods.

The development consists of utilizing the existing parking garage building and renovating it to be utilized as the parking garage for the proposed development. The Mix-use will be compatible with the existing usage along all property lines and will enhance the area and will provide services that the vicinity lacks.

- iii. That proposed development contiguous to urban areas be organized as town centers and neighborhoods, and be integrated with the existing urban pattern.

The proposed development will have a work live type of development that contains residential, office, retail, dining and entertainment. The proposed mix uses serve as a miniature town center.

- iv. That proposed development noncontiguous to urban areas is organized in the pattern of an isolated community consisting of a complete town center serving the neighborhood(s).

The site is surrounded by commercial, office development and a church and it will serve as a service center for the surrounding community.

- v. That a mixture of housing types and densities be distributed throughout the mixed-use development.

The development consists a parking garage, retail and office at the first level and apartment on the other stories of the proposed building..

- vi. That transportation corridors be planned and reserved in coordination with land use patterns.

The corridors are existent.

- vii. That natural or man-made green corridors and open space areas be used to define and connect neighborhoods to other facilities within the development, and that these areas allow for connectivity outside of the development where feasible.

The green space within the property is properly located in the center of the project which makes it accessible to all the tenants within the development

- viii. That the development includes a framework of transit, pedestrian and bicycle systems that provide alternatives to the automobile.

Sun Metro has confirmed that the project located at 405 Montana is situated within 1000 feet of a mass transit system route (s). Sun Metro's Route 34 and 36 travel along Rio Grande Avenue with one stop located adjacent to the subject property at Rio Grande and Kansas.

.

- ix. That neighborhoods with town centers be the preferred pattern of development and that developments specializing in single use be discouraged.

This development combine is an example of mix uses that should be encouraged throughout the City.

- x. That neighborhoods be compact, pedestrian-friendly, and mixed use.

The proposed development includes sidewalks, and bike racks. It also consists of the mix uses described earlier.

- xi. That ordinary activity of daily living occurs within walking distance of most dwellings.

The proposed residential apartment is located in the same building which allows the tenant to walk to all the proposed uses.

- xii. That interconnected networks of streets be designed to disperse and reduce the length of vehicle trips.

The development is existent and the streets are existent too.

- xiii. That within neighborhoods, a range of housing types and price levels be provided to accommodate people of diverse ages and incomes.

This item does not apply

- xiv. That appropriate building densities and land use be provided within walking distance of transit stops.

The project located at 405 Montana is situated within 1000 feet of a mass transit system route (s). Sun Metro's Route 34 and 36 travel along Rio Grande Avenue with one stop located adjacent to the subject property at Rio Grande and Kansas.

- xv. That civic, institutional and commercial activity be embedded, and not isolated, in the development.

This item does not apply

- xvi. That a range of open space including parks, squares, and playgrounds be distributed within the development.

The building will extend up to the right of way lines of all streets. There will be some landscaping scattered where feasible and available. Also there will be an open space area within the courtyard that provides playground, sitting area and community gardens.

- xvii. That a development has sufficient size to accommodate the mixed-use concentration of uses.

The breakdown of the proposed mixed use is shown in table 1.

Building Perspective.

The following items are the guidelines for building perspectives under to the General Design Principles as per Title 20.10.360G

- i. That buildings and landscaping contribute to the physical definition of streets as civic places.

The building will enhance the image of the area. The landscaping will be scattered along some of the frontages.

- ii. That the design of streets and buildings reinforce safe environments.

The streets are existing. The sidewalks will be demolished and rebuilt to make them safer and in compliance with ADA for pedestrian traffic. The building will be built in compliance with the 2015 building code and in compliance with the City municipal code. The units adjacent to the street will have window facing the street. The office of the building and the security office is located on the first floor and has windows facing the street.

- iii. That architecture and landscape design grow from local climate, topography, history and building practice.

- *Transitional style as a midpoint between traditional and modern, building to be in harmony with the surrounding architecture styles, stucco and metal clad exteriors that will be taking some elements of neighbored St. George Church and some of the stucco clad bungalow houses/apartments, creating a contemporary cohesive look.*

- *Exiting abandoned parking garage will be rehabilitated to be improved up to current building codes and standards.*

The exterior will be screen and modernize to harmonized and compliment the residential building complex.

- iv. That the preservation and renewal of historic buildings be facilitated.

The building has been built and it will be remodeled and added upon. The proposed development will enhance the quality of the building as well as the aesthetics of the site.

- v. That principal buildings and facades, where possible, be located parallel to the frontage line to encourage a community-friendly environment.

This item will be met.

General Design Elements

The following items are the general design elements according to the General Design Principles as per Title 20.10.360G

1. Neighborhoods limited in size and oriented toward pedestrian activity.

The site is designed with sidewalks along the frontage of the adjacent streets to make it pedestrian friendly.

2. A variety of housing types, jobs, shopping, services, and public facilities.

The development consists of Multifamily Dwellings and office spaces.

3. Residences, shops, workplaces, and other buildings interwoven within the neighborhood, all within close proximity.

The building will only house apartment units ranging from 1 Bedroom one bath to 3 bedroom 2 bath and other offices.

4. A network of interconnecting streets and blocks that maintain respect for the natural landscape.

The streets are existent.

5. Natural features and undisturbed areas that are incorporated into the open space of the neighborhood.

This item does not apply

6. A coordinated transportation system with a hierarchy of appropriately designed facilities for pedestrians, bicycles, public transit and automotive vehicles.

The site will have walking sidewalks, and bus stops to encourage public to use alternative transportation methods.

7. Well-configured squares, plazas, greens, landscaped streets, preserves, greenbelts, or parks dedicated to the collective social activity, recreation, and visual enjoyment of the neighborhood.

The site will enhance the visual enjoyment of the neighborhood. Street trees and other landscaping will be part of this development. A landscaped courtyard , playground and community gardens are also part of this development and will all be located within the courtyard.

8. Buildings, spaces, and other features that act as landmarks, symbols, and focal points for community identity.

The combination of all the proposed mix uses will be the focal point for community identity.

9. Compatibility of buildings and other improvements as determined by their arrangement, bulk, form, character and landscaping to establish a livable and harmonious environment.

Low maintained landscaping elements including planting material, ground covering, irrigation and shading devices native to this region will complement the architectural style that take elements from the neighboring buildings to a contemporary look.

10. Classification of uses deploying a range from rural-to-urban to arrange in useful order the typical context groupings of natural and urban areas to ensure compatibility of land uses.

This item does not apply.

The proposed development complies with most of the items listed above. The developer and the design team will make an extra effort to comply with items 7 through 10.

Architectural Objectives.

As previously stated, the architectural design of the proposed development will achieve the following objectives as part of the mixed-use development plan:

1. Architectural compatibility;
2. Human scale design;
3. Integration of uses;
4. Encouragement of pedestrian activity;
5. Buildings that relate to and are oriented toward the street and surrounding buildings;
6. Residential scale buildings in any mixed residential area;
7. Buildings that contain special architectural features to signify entrances to the mixed-use development; and
8. Buildings that focus activity on a neighborhood open space, square or plaza.

Roadway Design.

Driveways will be used for traffic circulation within the proposed development. The design of these driveways will comply with City of El Paso rules and regulations.

Parking.

The required spaces of parking will be calculated and provided according to the parking requirements in [Chapter 20.14](#). However, the project will require parking reduction of 66 parking spaces out of 133 required parking spaces. There are approximately 80 spaces plus available along the adjacent streets within 300 feet from the site.

HACEP has also applied for a Special Permit with the City of El Paso Planning Department to obtain 50% Parking reduction. The application is scheduled at the same time as the re-zoning application.

Setbacks.

According to the to the General Design Principles as per Title 20.10.360G ,” Properties within a mixed-use development shall be allowed zero setbacks for all uses, unless otherwise required by the city council as part of the review of the master zoning plan”. Therefore, this development will have a minimum of 0 foot setbacks.

Lot Coverage and Heights

We propose to have 16,393 SF of building which is 24% coverage for the entire lot. The height of the building should not exceed 60 feet.

Landscaping.

According to the General Design Principles as per Title 20.10.360G, “Uses within a mixed-use development shall not be required to conform to the landscaping requirements of [Title 18](#) (Building and Construction) of the El Paso City Code”.

The proposed landscaping, amenities and other green areas proposed within this development will be shown and considered as part of the master zoning plan and mixed-use development plan approval process.

phasing

- **Phase I:**

- (1) 4 story apartment building complex to house 80 units total.
 - (60) 1-bedroom units.
 - (20) 2-bedroom units.
- This complex will include few amenities like community spaces, laundry room, playground, community garden, among others.
- Rehabilitated parking garage to comply with current building codes and standards.
- Landscaped areas.

Phase I should start in December of 2021. The construction schedule is 12 months.

405 Montana Avenue

City Plan Commission — October 21, 2021

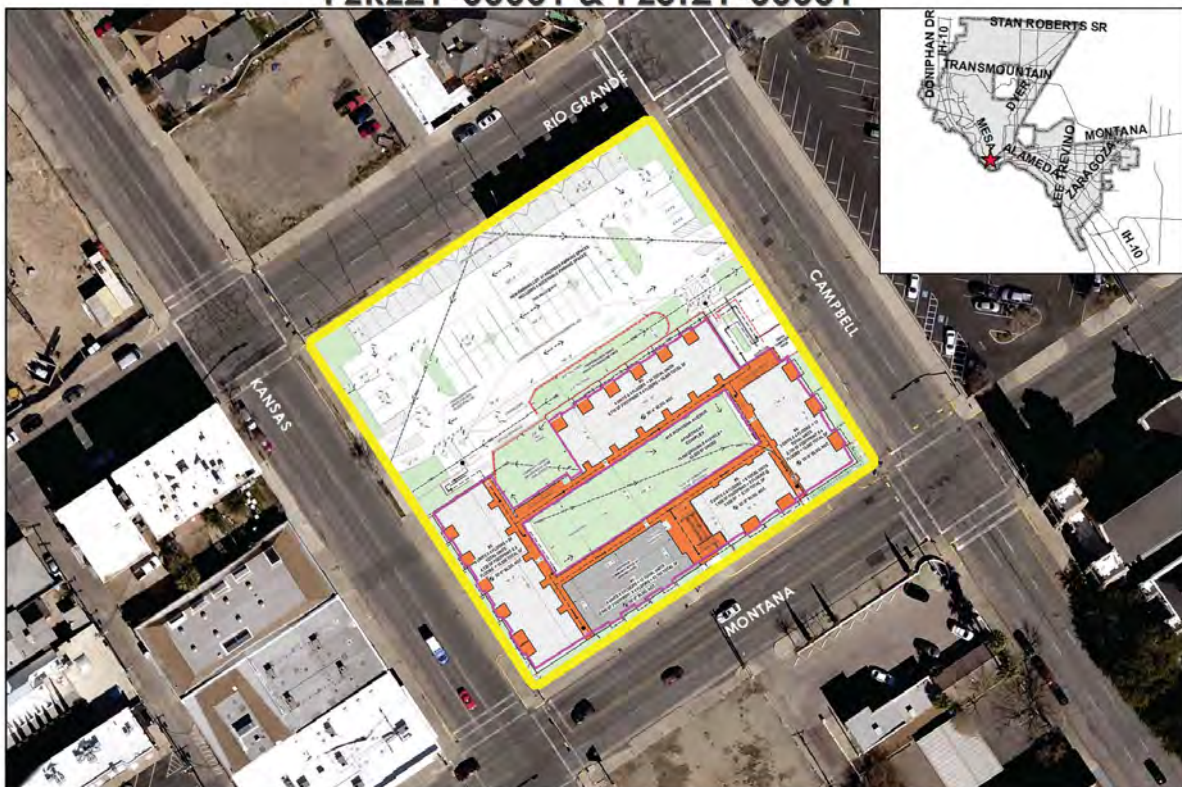


CASE NUMBER: PZRZ21-00001
CASE MANAGER: Luis Zamora, (915) 212-1552, ZamoraLF@elpasotexas.gov
PROPERTY OWNER: Housing Authority of the City of El Paso
REPRESENTATIVE: SLI Engineering, Inc., c/o Georges Halloul
LOCATION: 405 Montana Avenue (District 8)
PROPERTY AREA: 1.55 acres
REQUEST: Rezone from C-1/c/sp (Commercial/conditions/special permit), A-2 (Apartments), and C-4/sp (Commercial/special permit) to G-MU/c/sp (General Mixed Use/conditions/special permit)
RELATED APPLICATIONS: PZST21-00001
PUBLIC INPUT: Three (3) letters in support received as of October 14, 2021

SUMMARY OF REQUEST: The applicant is requesting to rezone six (6) lots from C-1/c/sp (Commercial/conditions/special permit), A-2 (Apartments), and C-4/sp (Commercial/special permit) to G-MU/c/sp (General Mixed Use/conditions/special permit) and approval of a Master Zoning Plan (MZIP) for a proposed multifamily development.

SUMMARY OF STAFF RECOMMENDATION: Staff recommends **APPROVAL** of the rezoning request as the proposed development is in keeping with the policies of the G-2, Traditional Neighborhood (Walkable) Land Use Designation of *Plan El Paso*, the City's adopted Comprehensive Plan

PZRZ21-00001 & PZST21-00001



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to show accurate conditions. Shown on this map to scales greater than 1:10,000 and may lead to misinterpretations of the data. The Planning & Inspection Department Planning Division makes no claim to its accuracy or completeness.



0 20 40 80 120 160 feet



Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone six (6) lots from C-1/c/sp (Commercial/conditions/special permit), A-2 (Apartments), and C-4/sp (Commercial/special permit) to G-MU/c/sp (General Mixed Use/conditions/special permit) and approval of a Master Zoning Plan for a proposed multifamily development. The proposed development will consist of five (5) apartment buildings that will include a total of eighty (80) units, with a maximum building height of fifty-five (55) feet. The proposed development requires a total of one hundred thirty-three (133) parking spaces, but is providing sixty-seven (67) parking spaces on-site. Additionally, seven (7) bicycle spaces are required, with the proposed development providing eleven (11) bicycle spaces. A special permit (PZST21-00001) for reduction in parking requirements is being requested concurrently. Proposed access is being shown from Kansas Street and Campbell Street.

PREVIOUS CASE HISTORY: City Plan Commission recommended approval (9-0) on April 22, 2021 on a different proposed plan. Since then, the applicant has significantly altered the proposed design, which requires a new review and approval recommendation prior to City Council. Changes include reducing the number of proposed buildings from seven (7) to five (5), reducing the number of housing units from a total of one hundred thirty-six (136) units to eighty (80) units, and inclusion of a parking lot with sixty-seven (67) parking spaces within the property. A reduction in the request of 100% parking reduction of two hundred twenty-four (224) previously required parking spaces to a request of 50% parking reduction of the current requirement of one hundred thirty-three (133) parking spaces to sixty-seven (67) spaces provided on-site.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed multifamily development is compatible with the surrounding neighborhood and is in character with the Central El Paso neighborhood. Existing sidewalks will be reconstructed and street trees will be provided. The proposed development will have access from Kansas Street and Campbell Street, which are classified as Minor Arterials. The streets' designations are appropriate to serve the proposed development. Furthermore, the proposed development is located within 1,000 feet of bus and transit routes, including one stop located adjacent to the subject property at Rio Grande Avenue and Kansas Street serviced by Sun Metro's Routes 34 and 36 and one stop located on Stanton Street serviced by Sun Metro's Streetcar Route. Also, there are transit facilities for Sun Metro's Brio Route located on Oregon Street within walking distance (0.25 miles) from the proposed development. The closest park is Houston Park (0.28 miles) and the nearest school is El Paso High School (0.65 miles).

COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>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.</p>	<p>Yes. The proposed development will be built up close to the property line and is in character with Central El Paso. The proposed development's density is appropriate for a transit oriented development and will provide a mixture of residential uses to the area.</p>

COMPLIANCE WITH <i>PLAN EL PASO</i>/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with <i>Plan El Paso</i>, consider the following factors:	
<p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>G-MU (General Mixed Use): The purpose of this district is to accommodate, encourage and promote innovatively designed developments involving the combining and mixing of uses allowed in various zoning districts with appropriate regulations, which together form an attractive and harmonious unit of the city. The regulations of this district are intended to allow for large-scale developments that are able to function as individual neighborhoods or an integrated collection (two or more) of individual neighborhoods supported by civic, commercial and recreational uses; as small-scale developments requiring flexibility because of unique design characteristics; or as transitional areas between dissimilar land uses. It is intended that the district regulations permit flexibility and encourage more creative, efficient and aesthetically desirable design and placement of land uses.</p>	<p>Yes. The proposed zoning district is compatible with other zoning districts surrounding the property. Properties around the proposed development are zoned A-O (Apartment/Office), S-D (Special District), C-4 (Commercial), A-2 (Apartment), and G-MU (General Mixed Use) consisting of offices, surface parking, and apartments.</p>
<p>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.</p>	<p>Yes. The proposed development is located in close proximity to various public transit facilities. The property has access to Kansas Street and Campbell Street, which are classified as Minor Arterials. The classification of these roads is appropriate for the density of the proposed development.</p>
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
<p>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.</p>	<p>The subject property is not located within any historic districts, other special designations, or areas with adopted study area plans.</p>
<p>Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.</p>	<p>No adverse effects are anticipated.</p>
<p>Natural Environment: Anticipated effects on the natural environment.</p>	<p>There are no anticipated effects on the natural environment.</p>
<p>Stability: Whether the area is stable or in transition.</p>	<p>The area is in transition with new developments providing a greater mixture of uses for the neighborhood.</p>
<p>Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.</p>	<p>Existing structures on the subject property are being demolished. Moreover, the subject property is comprised of many different zoning districts. The proposed rezoning will apply a single zoning standard to the proposed development. Properties and uses surrounding the proposed development consist of offices, apartments, and surface parking.</p>

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The property has access to Kansas Street and Campbell Street, which are classified as Minor Arterials. The classification of these roads is appropriate for the density of the proposed development. Additionally, the proposed development is located in a transit oriented development corridor with public transit facilities located within 1,000 feet to serve the property, including one stop located adjacent to the subject property at Rio Grande Avenue and Kansas Street serviced by Sun Metro's Route 34 and 36 and one stop located on Stanton Street serviced by Sun Metro's Streetcar Route.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments from reviewing departments.

PUBLIC COMMENT: The subject property lies within the boundaries of Houston Park Neighborhood Association, El Paso Central Business Association, and Sunrise Civic Group, who were notified by the applicant of the rezoning request. Notices were provided to all property owners within 300 feet of the subject property on September 24, 2021. As of October 14, 2021, the Planning Division has received three (3) letters in support of the rezoning request.

RELATED APPLICATIONS: A special permit (PZST21-00001) to reduce parking requirements by 50% is being requested concurrently with the rezoning request.

CITY PLAN COMMISSION OPTIONS:

The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (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. Zoning Map
3. Neighborhood Notification Boundary Map
4. Letters in support
5. Master Zoning Plan
6. Department Comments
7. Master Zoning Report

ATTACHMENT 1

PZRZ21-00001 & PZST21-00001



G2, Traditional Neighborhood (Walkable)

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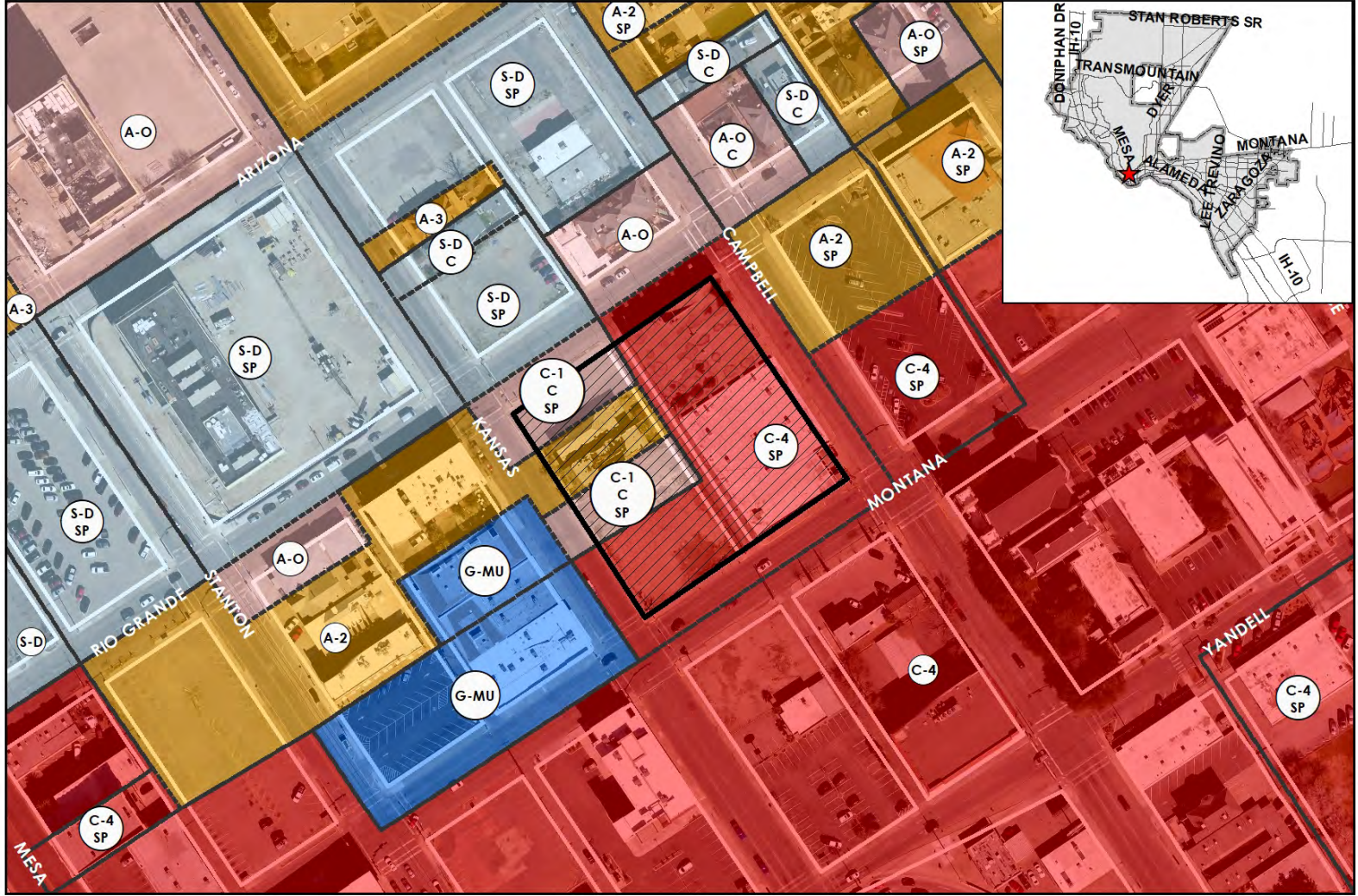
Subject Property

0 40 80 160 240 320 Feet



ATTACHMENT 2

PZRZ21-00001 & PZST21-00001



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Subject Property

0 40 80 160 240 320 Feet



ATTACHMENT 3

PZRZ21-00001 & PZST21-00001



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Subject Property



Parcels within 300 feet

0 50 100 200 300 400 Feet



ATTACHMENT 4

August 23, 2021

The Honorable Oscar Leaser
Mayor, City of El Paso
The City Council of the City of El Paso
300 North Campbell Street
El Paso, Texas 79901

Mr. Gerald Cichon, CEO
Housing Authority of the City of El Paso
Aka, Housing Opportunity Management Enterprises
304 Texas Avenue
El Paso, Texas 79901

RE: Revised/Rezoning and Special Permit Applications
La Nuestra Senora Proposed Development
405 Montana Avenue
El Paso, Texas 79901

Dear Mayor Leaser, City Representatives, Mr. Cichon:

It gives me great pleasure to communicate to you the support of The Church of St. Clement in the matter referenced above. We appreciate the efforts of the Mayor, Representative Lizarraga, and CEO Cichon as well as the numerous neighbors who voiced their views over the past few months. As a result, we have been able promulgate an acceptable plan for development that not only benefits the City of El Paso, HOME, and the neighborhood. This revised application and development proposal also respects the views of neighbors who live and work in this area.

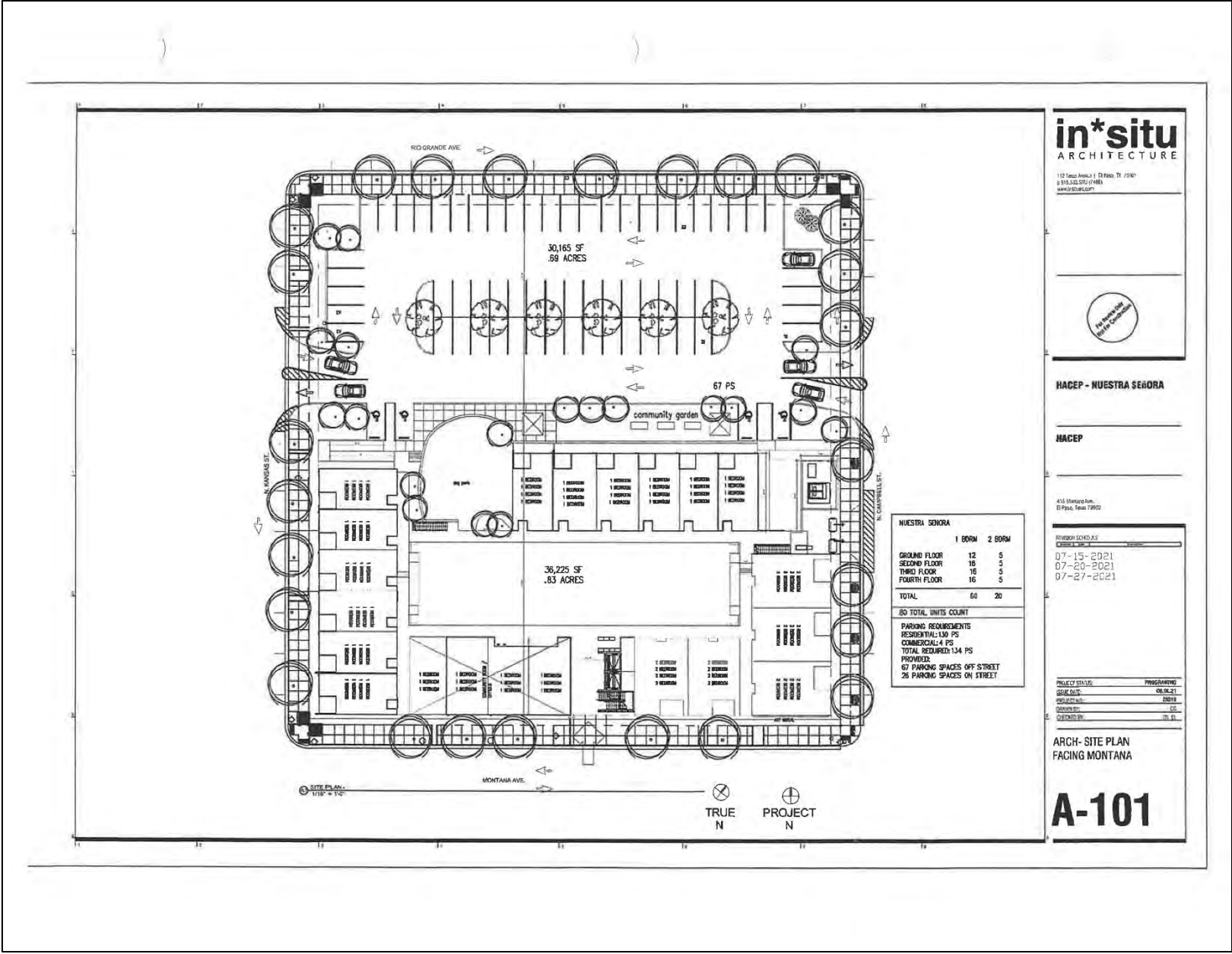
The plan for an adjusted development of 80 apartment units, presented at our meeting on the 5th of August, (attached), and requesting a 50% parking reduction, will result in requiring 26 parking spaces on street, is an excellent advancement of the goals of both HACEP and the Neighborhood.

We wish to commend HOME/HACEP CEO Cichon, Mayor Leaser, Representative Lizarraga and our neighborhood partners for their participation in these discussions.

Thank you for your kind attentions.



Leo Gus Haddad
The Church of St. Clement
Authorized Representative



KELLY CENTER FOR HUNGER RELIEF

Fighting Hunger in El Paso

Board of Directors

Thomas L. Wright, *President*
Attorney at Law
Tresa Rockwell, *Vice President*
Executive Director
Wagress321
Cynthia S. Prieto, *Treasurer*
Vice President & Controller
El Paso Electric
Alise Mann, *Secretary*
Community Advocate

Greg Anderson
Attorney at Law
Ames Davis
Executive Director
American Red Cross
Briana M. Gomez-Valenzuela
Tax Manager
Lauterbach Barichow
Mary Bell Haney
Educator
Jerald Hobson
Owlier
Jordin de Milagros
Mayela Macias
CEO & Founder
Clear Solutions Consulting
Jason Mallonee
Assistant Professor
New Mexico State Univ.
Eva M. Moya
Associate Professor
University of Texas at El Paso
Matthew Niland
Vice President
The Niland Co.
Casle Pedregon
Development Coordinator
Paso del Norte Com. Foundation
Joseph V. Riccillo
El Paso Director
Sundt
Shari S. Schwartz
Educator
Jimmy Stevens, CPA
Alex M. Wankler
Audit Associate
PriceWaterhouseCoopers
Charles Andrew Whatley
Senior Partner
Evolve7 Digital Marketing

Warren E. Goodell
Executive Director
wgoodell@kmfp.org

September 10, 2021

The Honorable Oscar Leaser
Mayor, City of El Paso
The City Council of the City of El Paso
300 North Campbell Street
El Paso, Texas 79901

Mr. Gerald Cichon, CEO
Housing Authority of the City of El Paso
Aka, Housing Opportunity Management Enterprise
304 Texas Avenue
El Paso, Texas 79901

Re: Revised/Rezoning and Special Permit Applications
La Nuestra Senora Proposed Development
405 Montana Avenue
El Paso, Texas 79902

Dear Mayor Leaser, City Representatives, Mr. Cichon:

I was delighted to learn of the revised application and proposal for the La Nuestra Senora development plan. The adjusted development plan for 80 apartment units, presented at the meeting on the 5th of August, and requesting a 50% parking reduction requiring 26 parking spaces on street, is an excellent advancement of the goals of both HACP and the neighborhood.

Kelly is grateful to HOME/HACEP CEO Cichon, Mayor Leaser, Representative Lizarraga and our neighborhood partners for the continuing discussions that have resulted in these revised plans.

Yours sincerely,

Warren E. Goodell
Executive Director

915-261-7499

915 N. Florence St. – El Paso, TX 79902

www.kmfp.org

Zamora, Luis F.

From: Edward Rodriguez <edward@erodriguezlaw.com>
Sent: Wednesday, October 6, 2021 4:54 PM
To: Zamora, Luis F.
Subject: Letter in the Matter of Case: PZRZ21-00001 and PZST21-00001
Attachments: Letter in the Matter of PZRZ21-00001 and PZST21-00001.pdf

You don't often get email from edward@erodriguezlaw.com. [Learn why this is important](#)

Attach,

Please the our letter in support of the above referenced case.

Sincerely,

Edward Rodriguez, J.D., B.S.
The Law Firm of Edward Rodriguez, P.C.
501 E. Rio Grande, Ave.
El Paso, Texas 79902
Tel.: 915.778-3992
eFax.: 1.888.500.5105
E-mail: edward@erodriguezlaw.com
www.erodriguezlaw.com

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erodriguezlaw.com

Housing Authority of the City of El Paso
300 N. Campbell, 1st Floor, City Council Chambers
El Paso, Texas 79901

Re: Case: PZRZ21-00001 and PZST21-00001

10/6/2021

To whom it may concern,

This letter is submitted in reference to the abovementioned case/s. We collectively want to make the following comments, concerns, or facts known to the CPC regarding the above case:

1. There is currently a severe parking problems already in existance due in part to the business in the area in quesiton.
2. The parking is limited due to the student population who present to classes at the University of Texas at El Paso' facility at the corner of Campbell and Arizona streets.
3. The food bank located at the corner of Campbell and E. Rio Grande, Ave from Tuesday to Saturday also affect available partking.
4. The new offices of the El Paso School District also have come to affect parking in the area.
5. Any structure built without additional parking accomodations will further increase the lack of partking in the area.

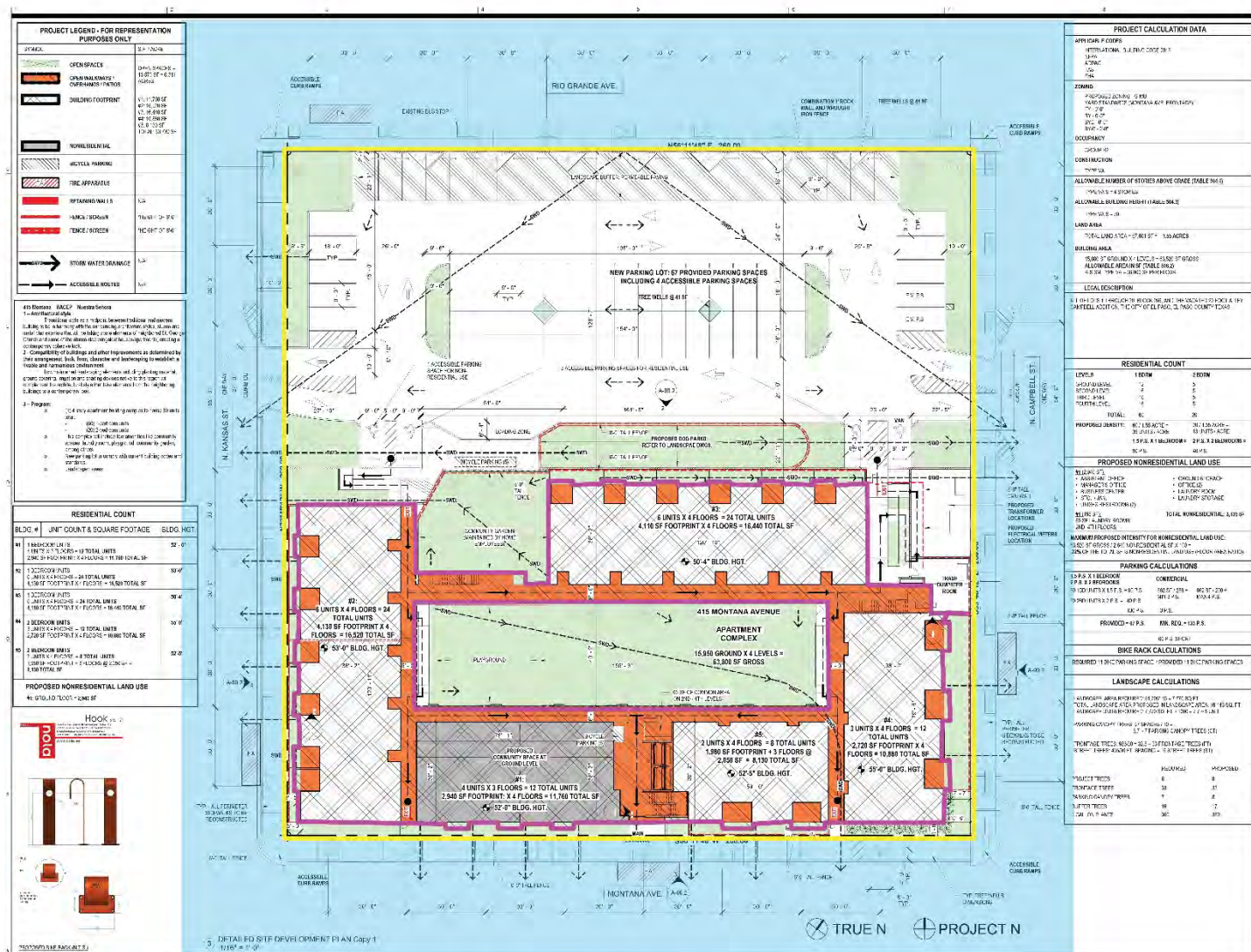
This letter is being submitted via e-mail to zamoraLF@elpasotexas.gov which is being sent prior to the scheduled meeting, with the stated case number/s, and my name and adress, and our position.

Sincerely,

/s/ Edward Rodriguez, Attorney

U.S. Office: 501 E. Rio Grande, Ave. El Paso TX 79902 | T +1 915 778 3992 | Fax: 1.888.500.6105
Mexico Office : 135 Business Center, 135 Lopez Mateos Ave, Ciudad Juarez, Chih. MX. | T+52 656 257 1700
Email: edward@erodriguezlaw.com

ATTACHMENT 5



in*situ
ARCHITECTURE

112 Texas Ave. | El Paso, TX 79901
937.535.5711 | 74866
www.insurance.com



HACEP - NUESTRA SEÑORA

HACEP

415 North 24 Ave.
El Paso, Texas 79901

9781517953876

ECS 161

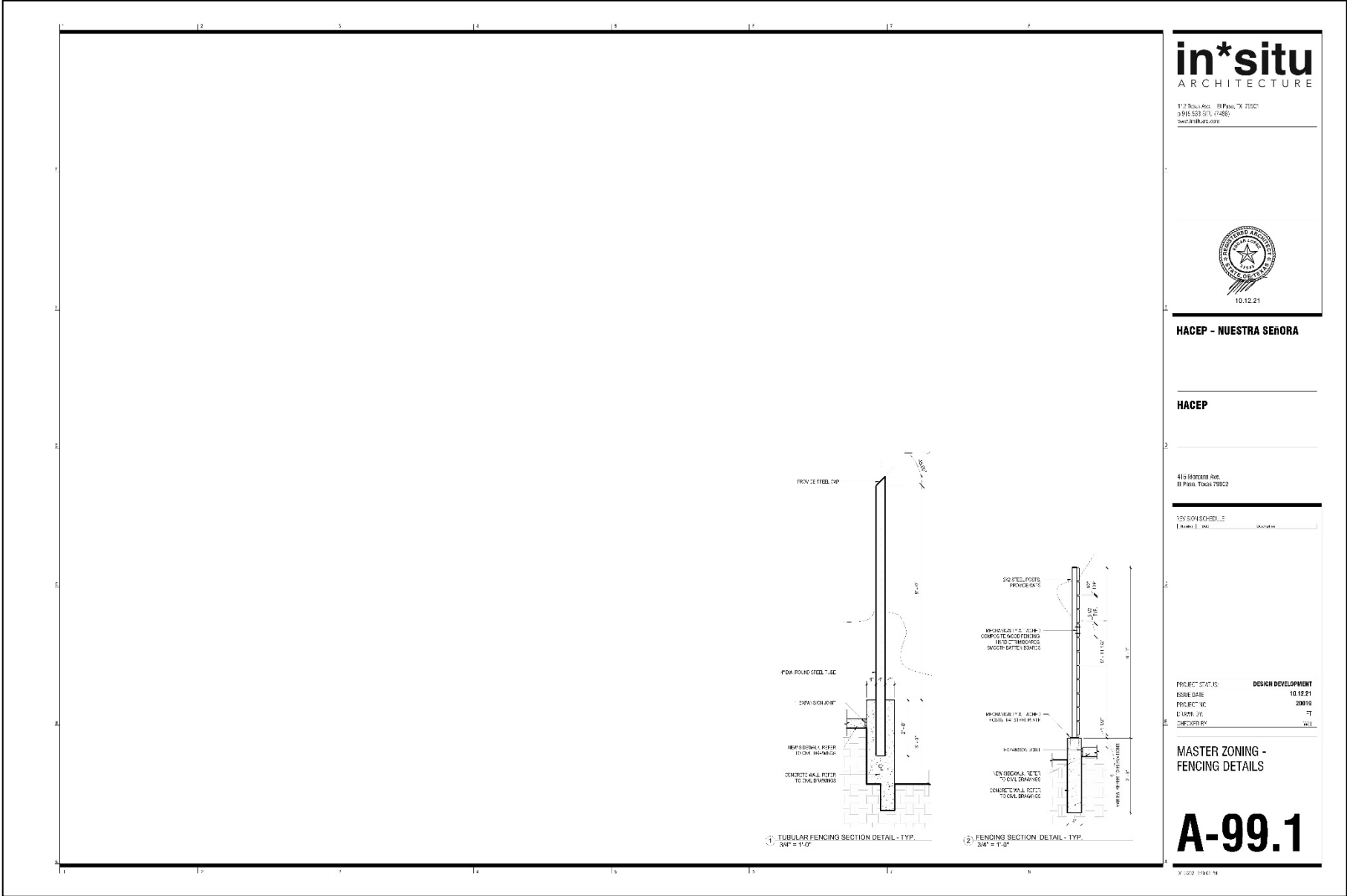
CHAWK B7
SILVER LANE

MASTER :

A

A

2018年12月28日



in*situ
ARCHITECTURE

1125 N. 10th Ave. - El Paso, TX 79907
940.533.5111 (TX) / 940.533.5111 (TX)
www.in*situ.com



HACEP - NUESTRA SEÑORA

HACEP

415 HORTON AVE.
EL PASO, TEXAS 79902

WYBONCHER, E.

10.12.21

PROJECT STATUS:	DESIGN DEVELOPMENT
ISSUE DATE:	10.12.21
PROJECT NO:	200110
CLIENT:	ST
DESIGNED BY:	WJ

**MASTER ZONING -
FENCING DETAILS**

A-99.1

10.12.21 10:00 AM



HACER - NUESTRA SEÑORA

HACER

415 N. 16th Ave.
Phoenix, AZ 85003

PROJECT NO. 101221

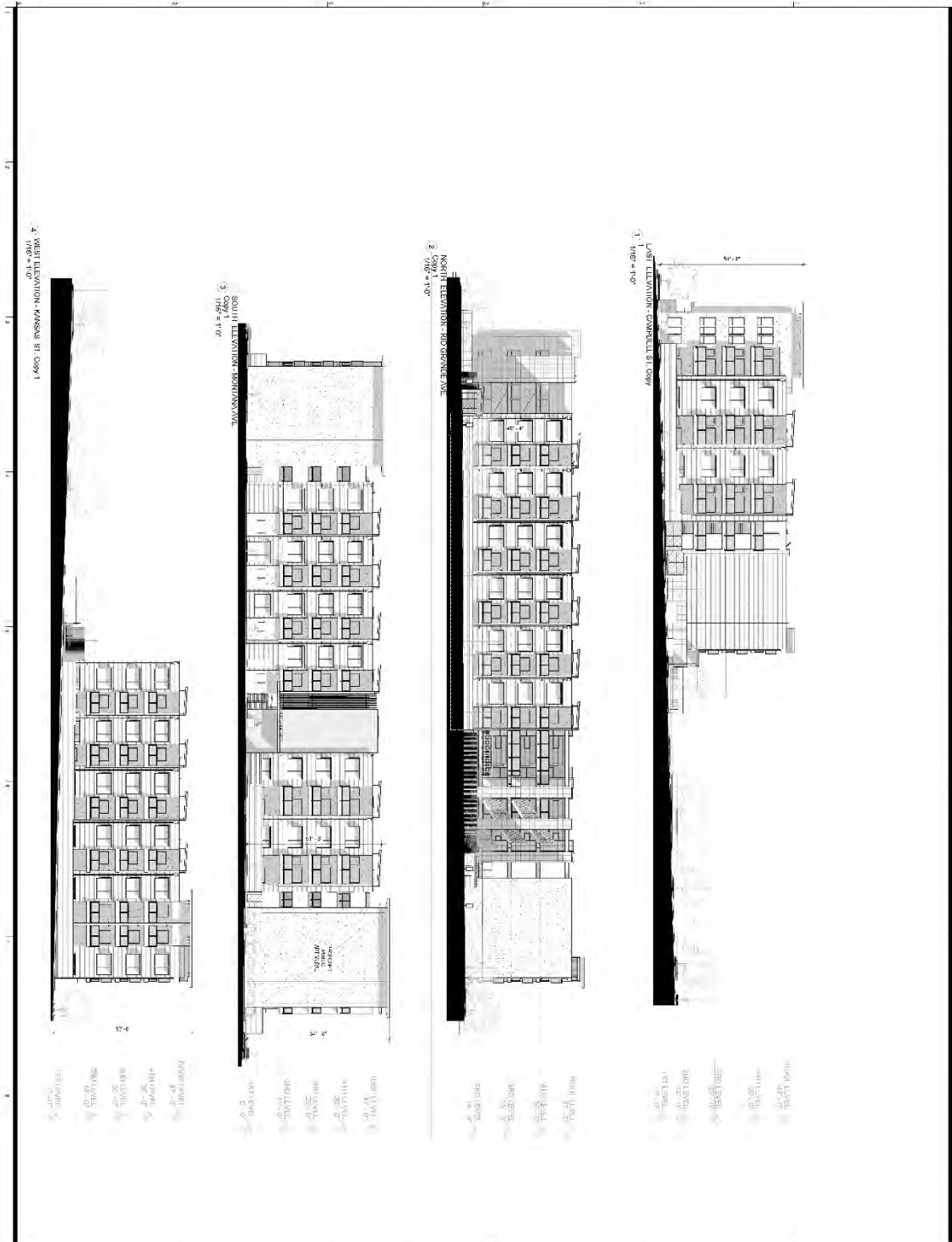
DATE

PROJECT NAME: HACER - NUESTRA SEÑORA
OWNER: HACER - NUESTRA SEÑORA
DESIGNER: in*situ
DATE: 10/21/21
PROJECT NO.: 101221
SHEET NO.: 2

**MASTER ZONING PLAN
- EXTERIOR
ELEVATIONS**

A-99.2

10/21/21



ATTACHMENT 6

Planning and Inspections Department - Planning Division

1. Provide a Certified Tax Certificate prior to the item's placement on the City Council Agenda.

Planning and Inspections Department – Plan Review & Landscaping Division

Recommend approval.

Planning and Inspections Department – Land Development

1. As per Municipal Code: new developments and redevelopments are required to maintain the 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.

Fire Department

Recommend approval. No adverse comments.

Police Department

No comments received.

Environment Services

No comments.

Streets and Maintenance Department

No comments received.

Sun Metro

Applicant has been sent the Sun Metro Director letter as required by this application. There is an existing bus stop adjacent to the subject property along Rio Grande Avenue. Please coordinate with Sun Metro if any work is proposed within the bus stop area.

El Paso Water Utilities

El Paso Water (EPWU) does not object to this request.

Water

There is an existing 6-inch diameter water main that extends along the eastside of Kansas Street.

There is an existing 4-inch diameter water main that extends along the north side of Montana Avenue.

Previous water pressure readings from fire hydrant #1641 located at the southeast corner of Kansas Street. and Montana Avenue, have yielded a static pressure of 70 psi, a residual pressure of 67 psi, and a discharge flow of 993 gallons per minute.

Sanitary Sewer

There is an existing 8-inch diameter sewer main that extends along the east side of the alley east of Kansas Street. This sewer main will be relocated in conjunction with the vacation of the alley.

General

An application for additional water and sanitary sewer services should be submitted 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 EPWU – PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Texas Department of Transportation

Proposed development is not abutting TxDOT right of way. This section of Montana is under City jurisdiction.

El Paso County Water Improvement District #1

Not within the boundaries of EPCWID.

ATTACHMENT 7

(See following pages)

General Mixed Use Zoning Report

Nuestra Senora Apartment

Owner: The Housing Authority of the City of El Paso

Prepared by: Georges Halloul, P.E.

August 2021

GENERAL MIXED USE ZONING REPORT
Nuestra Senora Apartment

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abstract

This study is intended to assist the owner/ developer in meeting the City requirements for rezoning application of the proposed tracts. The report will address the requirements as set in the City Of El Paso Municipal Code Title 20, Section 20.10.360G..

limitations

This report has been prepared for the exclusive use of The City of El Paso, The Housing Authority of the City of El Paso, HACEP, and its consultants for evaluation purposes and does not contain information for other parties or other uses.

The results submitted in this report are based on data obtained from the following sources:

1. SLI Engineering, Inc.
2. The City of El Paso
3. Texas Department of Transportation
4. In-Situ Architects.
5. Field data collected during the study

If the project information described in this report is incorrect or altered, or if new information is available, we should be retained to review and modify the results of this study.




Introduction

HACEP., is in the process of processing a Rezoning Application for existing site located on the block between Montana and Rio Grande in the north south direction and Campbell and Kansas in the east west direction. The developer is applying for a General Mixed Use to accommodate, encourage and promote an innovatively designed mix of Multifamily, open space and an administrative office for the apartment administrative activities.

Executive summary

The proposed development will be in compliance with all the General Design Principals, General Design Elements, Architectural Objectives, Roadway Design, Parking, Setbacks and Landscaping principals and requirement listed under Chapter 20.10.360G Supplemental Use Regulations, residential Mixed Use Development.

Also the proposed development is in compliance with the Land Use and City Goals and Policies:

-  **Land Use City Forms:** The proposed development consists of a balanced and complete community which contains a mix of multifamily units, community gardens, and playground using types and styles, economic development, job opportunities, educational opportunities, and outlets for social and cultural expression.
-  **Residential :** This development will promote fair housing by providing affordable housing, and market rate housing in accordance with Federal, State and Local regulations. The wide range of proposed housings, detached units, 1,2 and 3 bedroom apartments, will respond to the needs of all economic segments of the community. Also the proposed private amenities encourage the use of planned unit development
-  **Neighborhoods:** The proposed development with the 4 story building and the parking garage, provide safe and efficient vehicular and pedestrian circulation systems. The community facilities are located within the development within walking distance from all dwellings. The neighborhood commercial services surround the proposed facility.

Site Location

The site is located on the Central side of El Paso occupying the block between Cambell St and Kansas in the east and west direction, and Montana and Rio Grande in the north south direction.

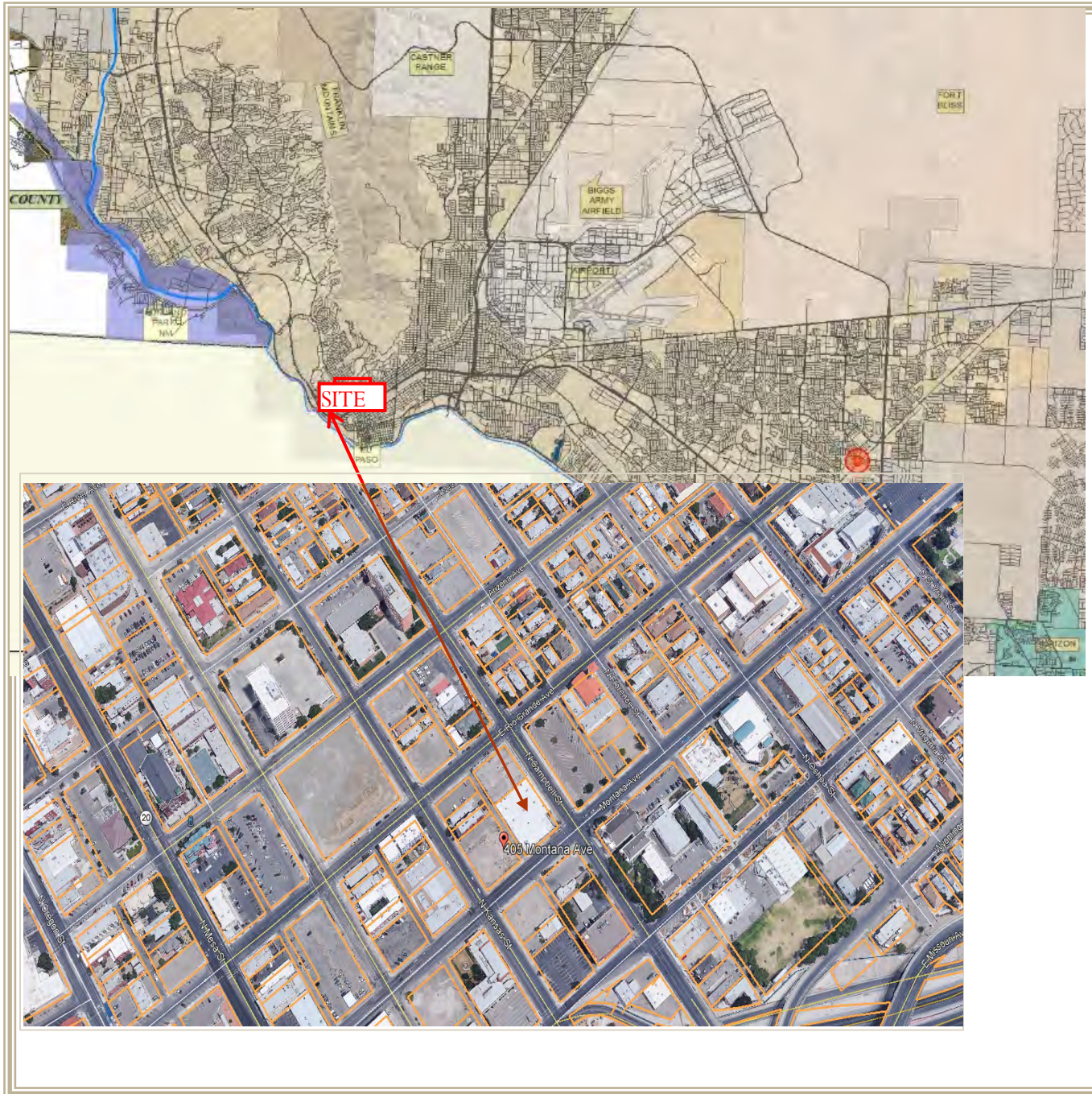


FIGURE 1 : SITE LOCATION

Site Description

The site consists of 1.432 acres to include a 20-foot alley between the two parcels.. The site is occupied by 4 buildings, and vacant land.

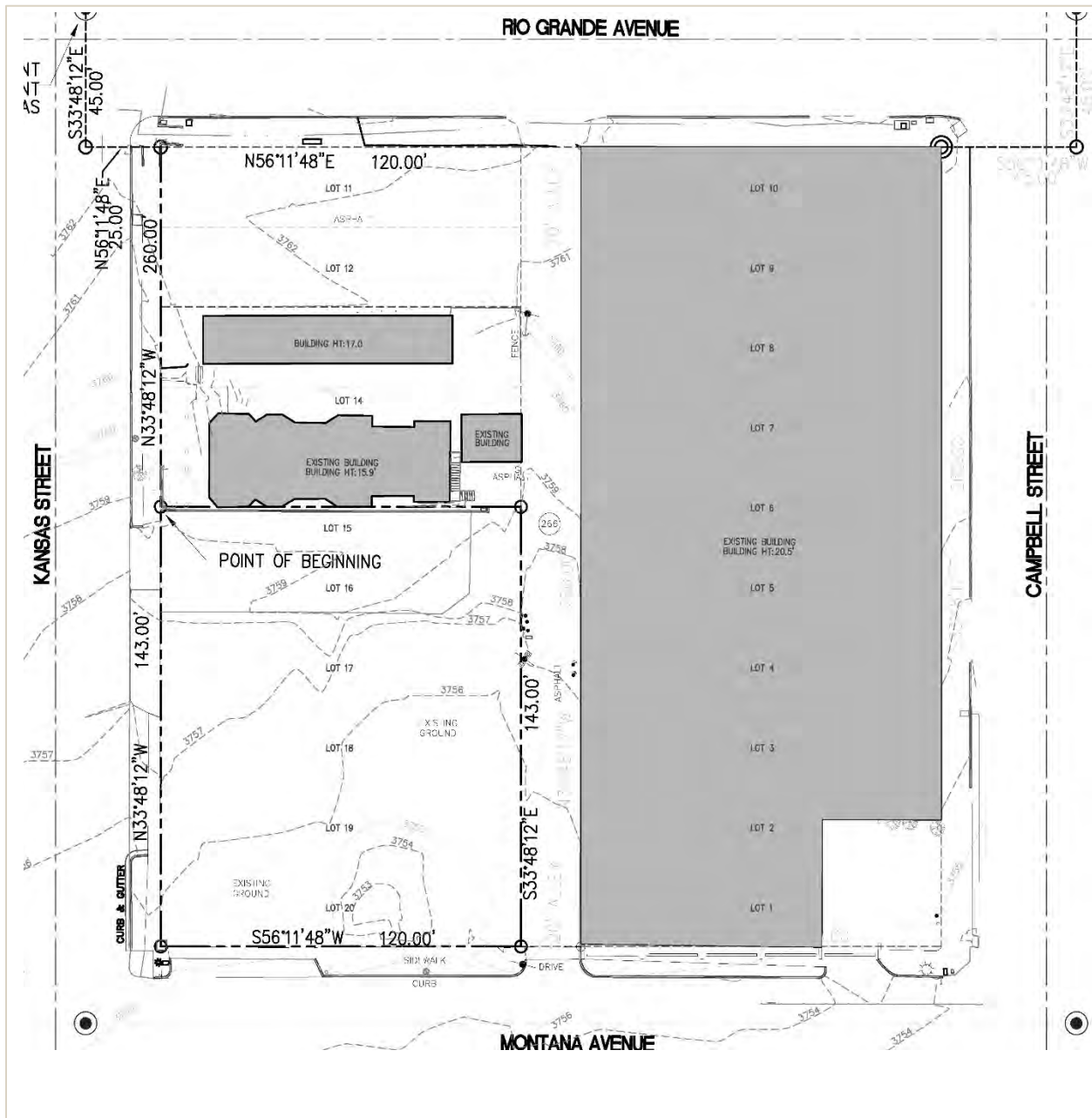


Figure 2: Existing Conditions

Existing Conditions:

Legal Description

The legal description of the site is:

All of lots 1 through 20, Block 266, Campbell Addition, the City of **El Paso, El Paso County Texas.**

The existing alley connecting Montana and Rio Grande between Kansas Street and campbell Street.

Legal Address

There are several addresses on that site:

405 Montana

910 Kansas

916 Kansas

400 Rio Grande

416 Rio Grande

415 Montana

Platting Determination

The site is legally subdivided in the City of El Paso, the subdivision name is Campbell Addition

The lots will not be combined and will stay the same.

Future Land Use

The site is located within the boundary identified by the City comprehensive plan as G-2 Traditional Neighborhood.

:

Proposed Conditions

Land use

The site will be zoned to GMU General Mixed Use.

The following table summarizes the proposed uses.

RESIDENTIAL COUNT		
	1 BDRM	2 BDRM
PHASE I - BUILDING #1		
GROUND LEVEL	12	5
SECOND LEVEL	16	5
THIRD LEVEL	16	5
FOURTH LEVEL	16	5
TOTAL:	60	20
PROPOSED DENSITY:	60 / 1.55 ACRE = 39 UNITS / ACRE	20 / 1.55 ACRE = 13 UNITS / ACRE
	1.5 P.S. X 1 BEDROOM = 90 P.S.	2 P.S. X 2 BEDROOMS = 40 P.S.
PROPOSED NONRESIDENTIAL LAND USE		
#1 (2860 SF): <ul style="list-style-type: none"> • ASSISTANT OFFICE • MANAGER'S OFFICE • BUSINESS CENTER • STO. / JAN. • UNISEX RESTROOMS (2) • GROUND STORAGE • OFFICE (2) • LAUNDRY ROOM • LAUNDRY STORAGE TOTAL NONRESIDENTIAL: 2,940 SF		
MAXIMUM PROPOSED INTENSITY FOR NONRESIDENTIAL LAND USE: 63,520 SF GROSS / 2,840 NONRESIDENTIAL SF X 100 = .22% OF THE TOTAL SF IS NONRESIDENTIAL LAND USE (FLOOR AREA RATIO)		

TABLE 1: TABLE OF RESIDENTIAL COUNTX

The units are spread as follows:

BUILDING #1 Max height 47'

Bldg 1a: 1 Bedroom

3 Units / Floor X 3 = 9 Total Units

2075 Sf / Floor X 3 = 6,225 Total Sf

Bldg 1b: 1 Bedroom

4 Units / Floor X 3 + 3 Ground = 15 Total Units

2760 Sf / Floor X 4 = 11,040 Total Sf

Bldg 1c: 1 Bedroom

5 Units / Floor X 4 = 20 Total Units

3200 Sf / Floor X 4 = 12,800 Total Sf

Bldg 1d: 2 Bedrooms

5 Units / Floor X 4 = 20 Total Units

4500 Sf / Floor X 4 = 18,000 Total Sf

Bldg 1e: 1 Bedroom

4 Units / Floor X 4 = 16 Total Units

2770 Sf / Floor X 4 = 11,080 Total Sf

Proposed Nonresidential Land Use

Bldg 1a: Ground Floor

2,940 Sf / Floor X 1 = 2,940 Total Sf

Floor Area Ratio

The maximum proposed intensity for nonresidential land use is 63,520 gross sf / 2,940 nonresidential sf x 100. The calculated FAR, (floor area ratio), of nonresidential land use is .22% of the total sf

Parking calculation

The parking was calculated based on the different types of proposed uses. The code required 1.5 parking spaces per 1 bedroom unit and 2 parking spaces per 2 bedroom and more. The following table is the summary of the required parking per phase:

60 1-Bedroom Units require 90 Parking Spaces

20 2-Bedroom units requires 40 Parking Spaces

Commercial Office 862 SF / 288 = MIN 3 Parking Spaces.

Total requires is 133 Parking Spaces

Total Provided is 67 Parking Spaces

There will be a shortage of 66 Parking Spaces.

The bike parking spaces provided are 11 spaces which matches the required spaces by code.

Principals and Requirements

The following principles and requirements shall apply to a mixed-use development and shall serve as the basis for approval of a master zoning plan. According to the General Design Principles as per Title 20.10.360G, the following bullets are to be used as guidelines only,” and compliance with any guideline within a mixed-use development shall be determined on a case by case basis as part of the master zoning plan and mixed use development plan approval. It is not intended that every mixed-use development conform to all or any set number of the enumerated design guidelines”.

Development Perspective.

- i. That the natural infrastructure and visual character of the development area be retained as derived from existing topography, riparian corridors and other environmentally sensitive areas.

The land has been vacant and the buildings have been deteriorating. The surrounding areas are developed and occupied. The proposed design will enhance the character of the area and the topographic will not change from the existing topography.

- ii. That the development strategy utilized encourages infill and redevelopment in parity with new and existing neighborhoods.

The development consists of utilizing the existing parking garage building and renovating it to be utilized as the parking garage for the proposed development. The Mix-use will be compatible with the existing usage along all property lines and will enhance the area and will provide services that the vicinity lacks.

- iii. That proposed development contiguous to urban areas be organized as town centers and neighborhoods, and be integrated with the existing urban pattern.

The proposed development will have a work live type of development that contains residential, office, retail, dining and entertainment. The proposed mix uses serve as a miniature town center.

- iv. That proposed development noncontiguous to urban areas is organized in the pattern of an isolated community consisting of a complete town center serving the neighborhood(s).

The site is surrounded by commercial, office development and a church and it will serve as a service center for the surrounding community.

- v. That a mixture of housing types and densities be distributed throughout the mixed-use development.

The development consists a parking garage, retail and office at the first level and apartment on the other stories of the proposed building..

- vi. That transportation corridors be planned and reserved in coordination with land use patterns.

The corridors are existent.

- vii. That natural or man-made green corridors and open space areas be used to define and connect neighborhoods to other facilities within the development, and that these areas allow for connectivity outside of the development where feasible.

The green space within the property is properly located in the center of the project which makes it accessible to all the tenants within the development

- viii. That the development includes a framework of transit, pedestrian and bicycle systems that provide alternatives to the automobile.

Sun Metro has confirmed that the project located at 405 Montana is situated within 1000 feet of a mass transit system route (s). Sun Metro's Route 34 and 36 travel along Rio Grande Avenue with one stop located adjacent to the subject property at Rio Grande and Kansas.

.

- ix. That neighborhoods with town centers be the preferred pattern of development and that developments specializing in single use be discouraged.

This development combine is an example of mix uses that should be encouraged throughout the City.

- x. That neighborhoods be compact, pedestrian-friendly, and mixed use.

The proposed development includes sidewalks, and bike racks. It also consists of the mix uses described earlier.

- xi. That ordinary activity of daily living occurs within walking distance of most dwellings.

The proposed residential apartment is located in the same building which allows the tenant to walk to all the proposed uses.

- xii. That interconnected networks of streets be designed to disperse and reduce the length of vehicle trips.

The development is existent and the streets are existent too.

- xiii. That within neighborhoods, a range of housing types and price levels be provided to accommodate people of diverse ages and incomes.

This item does not apply

- xiv. That appropriate building densities and land use be provided within walking distance of transit stops.

The project located at 405 Montana is situated within 1000 feet of a mass transit system route (s). Sun Metro's Route 34 and 36 travel along Rio Grande Avenue with one stop located adjacent to the subject property at Rio Grande and Kansas.

- xv. That civic, institutional and commercial activity be embedded, and not isolated, in the development.

This item does not apply

- xvi. That a range of open space including parks, squares, and playgrounds be distributed within the development.

The building will extend up to the right of way lines of all streets. There will be some landscaping scattered where feasible and available. Also there will be an open space area within the courtyard that provides playground, sitting area and community gardens.

- xvii. That a development has sufficient size to accommodate the mixed-use concentration of uses.

The breakdown of the proposed mixed use is shown in table 1.

Building Perspective.

The following items are the guidelines for building perspectives under to the General Design Principles as per Title 20.10.360G

- i. That buildings and landscaping contribute to the physical definition of streets as civic places.

The building will enhance the image of the area. The landscaping will be scattered along some of the frontages.

- ii. That the design of streets and buildings reinforce safe environments.

The streets are existing. The sidewalks will be demolished and rebuilt to make them safer and in compliance with ADA for pedestrian traffic. The building will be built in compliance with the 2015 building code and in compliance with the City municipal code. The units adjacent to the street will have window facing the street. The office of the building and the security office is located on the first floor and has windows facing the street.

- iii. That architecture and landscape design grow from local climate, topography, history and building practice.

- *Transitional style as a midpoint between traditional and modern, building to be in harmony with the surrounding architecture styles, stucco and metal clad exteriors that will be taking some elements of neighbored St. George Church and some of the stucco clad bungalow houses/apartments, creating a contemporary cohesive look.*

- *Exiting abandoned parking garage will be rehabilitated to be improved up to current building codes and standards.*

The exterior will be screen and modernize to harmonized and compliment the residential building complex.

- iv. That the preservation and renewal of historic buildings be facilitated.

The building has been built and it will be remodeled and added upon. The proposed development will enhance the quality of the building as well as the aesthetics of the site.

- v. That principal buildings and facades, where possible, be located parallel to the frontage line to encourage a community-friendly environment.

This item will be met.

General Design Elements

The following items are the general design elements according to the General Design Principles as per Title 20.10.360G

1. Neighborhoods limited in size and oriented toward pedestrian activity.

The site is designed with sidewalks along the frontage of the adjacent streets to make it pedestrian friendly.

2. A variety of housing types, jobs, shopping, services, and public facilities.

The development consists of Multifamily Dwellings and office spaces.

3. Residences, shops, workplaces, and other buildings interwoven within the neighborhood, all within close proximity.

The building will only house apartment units ranging from 1 Bedroom one bath to 3 bedroom 2 bath and other offices.

4. A network of interconnecting streets and blocks that maintain respect for the natural landscape.

The streets are existent.

5. Natural features and undisturbed areas that are incorporated into the open space of the neighborhood.

This item does not apply

6. A coordinated transportation system with a hierarchy of appropriately designed facilities for pedestrians, bicycles, public transit and automotive vehicles.

The site will have walking sidewalks, and bus stops to encourage public to use alternative transportation methods.

7. Well-configured squares, plazas, greens, landscaped streets, preserves, greenbelts, or parks dedicated to the collective social activity, recreation, and visual enjoyment of the neighborhood.

The site will enhance the visual enjoyment of the neighborhood. Street trees and other landscaping will be part of this development. A landscaped courtyard , playground and community gardens are also part of this development and will all be located within the courtyard.

8. Buildings, spaces, and other features that act as landmarks, symbols, and focal points for community identity.

The combination of all the proposed mix uses will be the focal point for community identity.

9. Compatibility of buildings and other improvements as determined by their arrangement, bulk, form, character and landscaping to establish a livable and harmonious environment.

Low maintained landscaping elements including planting material, ground covering, irrigation and shading devices native to this region will complement the architectural style that take elements from the neighboring buildings to a contemporary look.

10. Classification of uses deploying a range from rural-to-urban to arrange in useful order the typical context groupings of natural and urban areas to ensure compatibility of land uses.

This item does not apply.

The proposed development complies with most of the items listed above. The developer and the design team will make an extra effort to comply with items 7 through 10.

Architectural Objectives.

As previously stated, the architectural design of the proposed development will achieve the following objectives as part of the mixed-use development plan:

1. Architectural compatibility;
2. Human scale design;
3. Integration of uses;
4. Encouragement of pedestrian activity;
5. Buildings that relate to and are oriented toward the street and surrounding buildings;
6. Residential scale buildings in any mixed residential area;
7. Buildings that contain special architectural features to signify entrances to the mixed-use development; and
8. Buildings that focus activity on a neighborhood open space, square or plaza.

Roadway Design.

Driveways will be used for traffic circulation within the proposed development. The design of these driveways will comply with City of El Paso rules and regulations.

Parking.

The required spaces of parking will be calculated and provided according to the parking requirements in [Chapter 20.14](#). However, the project will require parking reduction of 66 parking spaces out of 133 required parking spaces. There are approximately 80 spaces plus available along the adjacent streets within 300 feet from the site.

HACEP has also applied for a Special Permit with the City of El Paso Planning Department to obtain 50% Parking reduction. The application is scheduled at the same time as the re-zoning application.

Setbacks.

According to the to the General Design Principles as per Title 20.10.360G ,” Properties within a mixed-use development shall be allowed zero setbacks for all uses, unless otherwise required by the city council as part of the review of the master zoning plan”. Therefore, this development will have a minimum of 0 foot setbacks.

Lot Coverage and Heights

We propose to have 16,393 SF of building which is 24% coverage for the entire lot. The height of the building should not exceed 60 feet.

Landscaping.

According to the General Design Principles as per Title 20.10.360G, “Uses within a mixed-use development shall not be required to conform to the landscaping requirements of [Title 18](#) (Building and Construction) of the El Paso City Code”.

The proposed landscaping, amenities and other green areas proposed within this development will be shown and considered as part of the master zoning plan and mixed-use development plan approval process.

phasing

- **Phase I:**

- (1) 4 story apartment building complex to house 80 units total.
 - (60) 1-bedroom units.
 - (20) 2-bedroom units.
- This complex will include few amenities like community spaces, laundry room, playground, community garden, among others.
- Rehabilitated parking garage to comply with current building codes and standards.
- Landscaped areas.

Phase I should start in December of 2021. The construction schedule is 12 months.



ITEMS 39 & 40

405 Montana Avenue Rezoning & Special Permit

PZRZ21-00001

PZST21-00001

Strategic Goal 3.

Promote the Visual Image of
El Paso



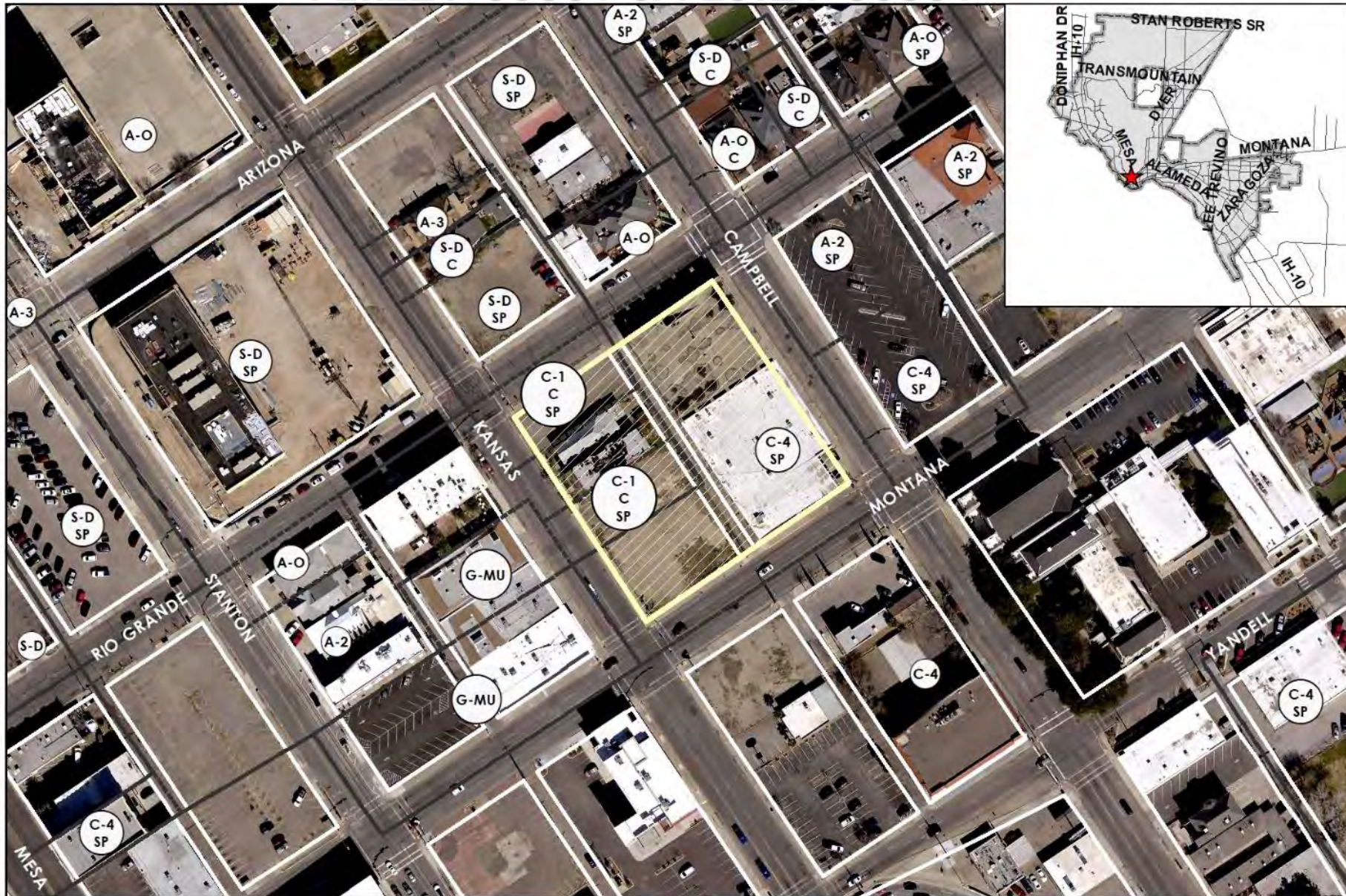


Recommendation

- Staff recommends **approval** of both the rezoning and special permit request.
- City Plan Commission recommends **approval** (7-0) of both the rezoning and the special permit request.

PZRZ21-00001 & PZST21-00001

Aerial



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.



Subject Property

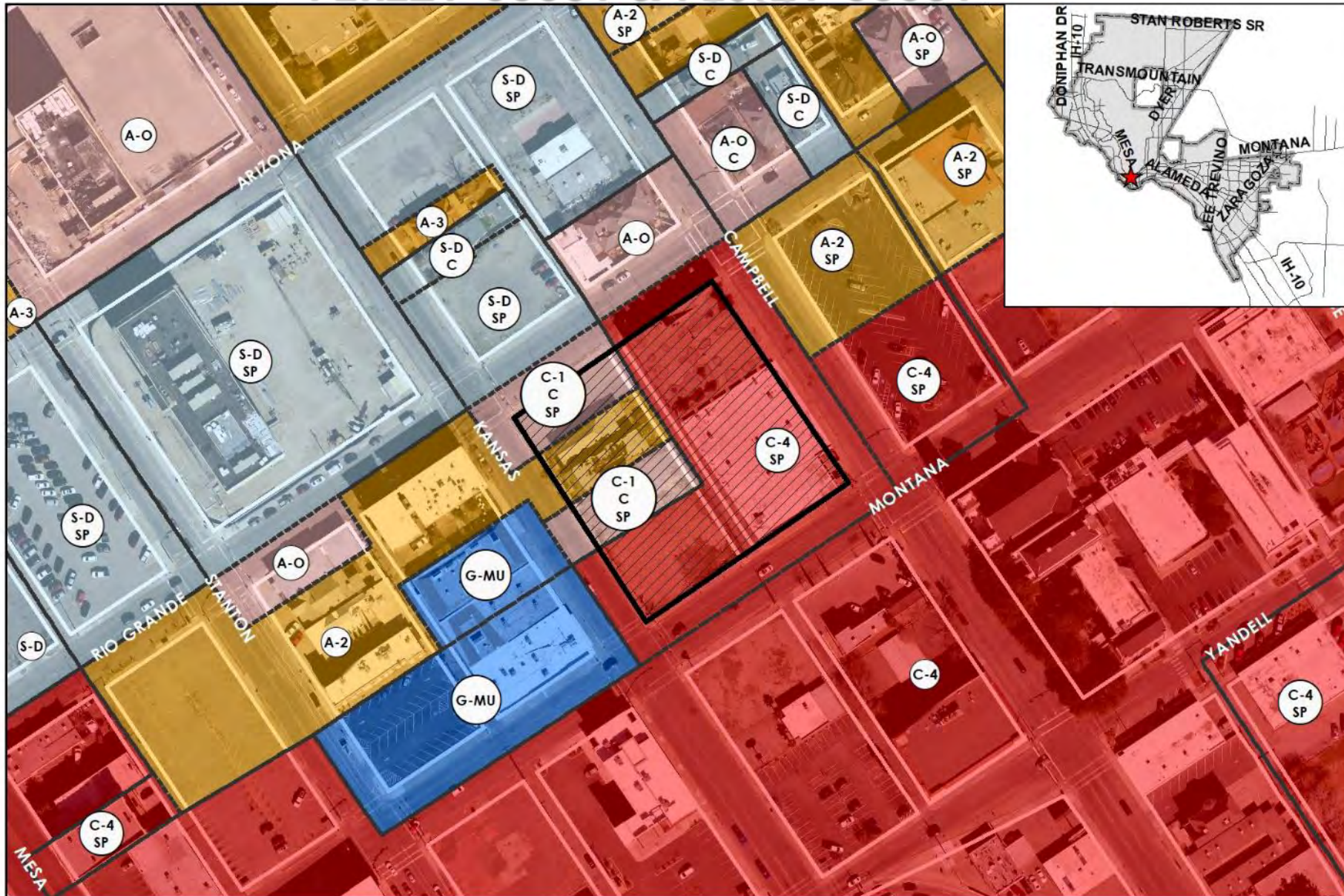
0 40 80 160 240 320 Feet



PZRZ21-00001 & PZST21-00001



Existing Zoning



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.



Subject Property

0 40 80 160 240 320 Feet



PZRZ21-00001 & PZST21-00001



Future Land Use



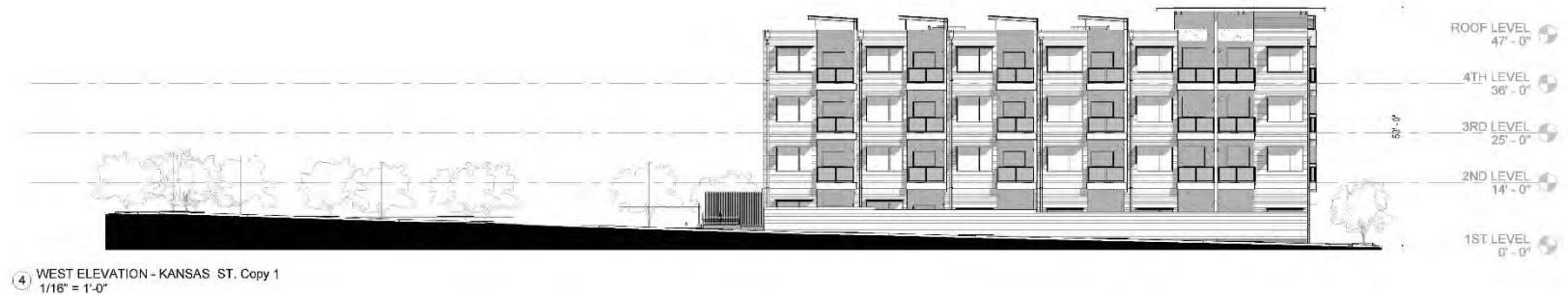
This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.



Subject Property

0 40 80 160 240 320 Feet





Elevations

Parking Study



7.2 12-HOURS/1-DAY COUNT

Another count was prepared on Tuesday 2-9-2021. The results were tabulated as follows:

		NUMBER OF VACANT PARKING SPACES				
DESCRIPTION		CAMPBELL	MONTANA	KANSAS	RIO GRANDE	TOTAL
DAY	TIME					
TUESDAY	7:00 AM	62	0	15	48	125
	8:00 AM	58	0	12	38	108
	9:00 AM	58	0	10	29	97
	10:00 AM	57	0	11	30	98
	11:00 AM	57	0	12	29	98
	12:00 PM	56	0	15	28	99
	1:00 PM	58	0	10	29	97
	2:00 PM	57	0	11	30	98
	3:00 PM	60	0	9	28	97
	4:00 PM	58	0	9	27	94
	5:00 PM	59	0	10	38	107
	6:00 PM	59	0	12	41	112
7:00 PM	59	0	15	42	116	

Table 2: 12-HOURS/1-DAY PARKING COUNT

Subject Property



Surrounding Development



W



N



E

S

Case History

Original Proposal	Revised Proposal
7 Buildings (Garage on Separate Property)	5 Buildings and Surface Parking
136 Housing Units	80 Housing Units
224 Parking Spaces Required	133 Parking Spaces Required
89 Parking Spaces Provided (Garage on Separate Property)	67 Parking Spaces Provided (Surface Parking)
100% Parking Reduction (224 Spaces) (135 Spaces with 89 on Garage)	50% Parking Reduction (66 Spaces)

Public Input

- Notices were mailed to property owners within 300 feet on September 24, 2021.
- The Planning Division has received 3 letters in support to both the rezoning and special permit requests.





Mission

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



Vision

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



Values

Integrity, Respect, Excellence, Accountability, People



Legislation Text

File #: 21-1224, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 8

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

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

AGENDA LANGUAGE:

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

An Ordinance granting Special Permit No. PZST21-00001, to allow for a 50% reduction in parking on the property described as all of Lots 1 through 20, Block 266, Campbell Addition, and the Vacated 20.00' Alley, City of El Paso, El Paso County, Texas, pursuant to Section 20.14.070.B of the El Paso City Code. The penalty being as provided in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 405 Montana Ave.

Applicant: SLI Engineering, c/o Georges Halloul, PZST21-00001

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

AGENDA DATE: October 26, 2021
PUBLIC HEARING DATE: November 23, 2021

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Luis Zamora, (915) 212-1552

DISTRICT(S) AFFECTED: District 8

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance granting Special Permit No. PZST21-00001, to allow for a 50% reduction in parking on the property described as all of Lots 1 through 20, Block 266, Campbell Addition, and the Vacated 20.00' Alley, City of El Paso, El Paso County, Texas, pursuant to Section 20.14.070.B of the El Paso City Code. The penalty being as provided in Chapter 20.24 of the El Paso City Code.

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

Subject Property: 405 Montana Ave.

Applicant: SLI Engineering, c/o Georges Halloul, PZST21-00001

BACKGROUND / DISCUSSION:

The applicant is requesting approval of a special permit and detailed site development plan to allow for a 50% reduction in parking for a proposed multi-family complex, which consist of eighty (80) apartment units and requires one hundred thirty-three (133) parking spaces. City Plan Commission recommended approval (7-0) of the special permit and detailed site development plan request on October 21, 2021. As of October 25, 2021, staff has received three (3) letters in support with no communication in opposition to the special permit request. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Kevin Smith

for Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST21-00001, TO ALLOW FOR A 50% REDUCTION IN PARKING ON THE PROPERTY DESCRIBED AS ALL OF LOTS 1 THROUGH 20, BLOCK 266, CAMPBELL ADDITION, AND THE VACATED 20.00' ALLEY, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.14.070.B OF THE EL PASO CITY CODE. THE PENALTY BEING AS PROVIDED IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, the Housing Authority of the City of El Paso, has applied for a Special Permit under Section 20.14.070.B of the El Paso City Code to allow for a 50% parking reduction; and

WHEREAS, a report was made by the City Plan Commission and a public hearing was held regarding such application; and,

WHEREAS, the City Plan Commission has recommended approval of the subject Special Permit; and

WHEREAS, the subject Special Permit has been submitted to the City Council of the City of El Paso for review and approval; and

WHEREAS, the City Council of the City of El Paso finds that the application conforms to all requirements of Section 20.04.320 of the El Paso City Code.

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

1. That the property described as follows, is in a G-MU (General Mixed Use) District:

All of Lots 1 Through 20, Block 266, Campbell Addition, and the vacated 20.00' alley, City of El Paso, El Paso County, Texas; and,

2. That the City Council hereby grants a Special Permit under Section 20.14.070.B of the El Paso City Code to allow for 50% Parking Reduction on the property described in Paragraph 1 of this Ordinance; and,

3. That this Special Permit is issued subject to the development standards in the G-MU (General Mixed Use) District regulations and is subject to the approved Detailed Site Development Plan signed by the Applicant, the City Manager and the Executive Secretary to the City Plan Commission. A copy of this plan is attached hereto as **Exhibit "B"** and is incorporated herein by reference for all purposes, more particularly described by the metes and bounds attached as **Exhibit "A"** and,

4. That if at any time the Applicant fails to comply with any of the requirements of this Ordinance, **Special Permit No. PZST21-00001**, shall be subject to termination; construction or occupancy shall be discontinued; and the Applicant shall be subject to the penalty provisions of Chapter 20.24 and any other legal or equitable remedy; and,

5. That the Applicant shall sign an Agreement incorporating the requirements of this Ordinance. Such Agreement shall be signed and filed with the Zoning Administrator and the Executive Secretary to the City Plan Commission before building permits are issued.

ADOPTED this ____ day of _____, 2021.

THE CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Wendi N. Vineyard

Wendi N. Vineyard
Assistant Attorney

APPROVED AS TO CONTENT:

Kevin Smith for

Philip F. Etiwe, Director
Planning & Inspections Department

(Agreement on following page)

AGREEMENT

Housing Authority of the City of El Paso, the Applicant referred to in the above Ordinance, hereby agrees to develop the above-described property in accordance with the approved Detailed Site Development Plan attached to same Ordinance, and in accordance with the standards identified in the G-MU (General Mixed Use) District regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this 20 day of OCT, 2021.

Housing Authority of the City of El Paso

(Signature)

(Name/Title)

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

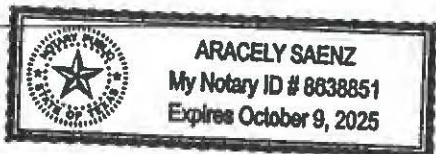
This instrument is acknowledged before me on this 20 day of OCTOBER, 2021, by GERALD CICHON for Housing Authority of the City of El Paso as Applicant.

(Seal)

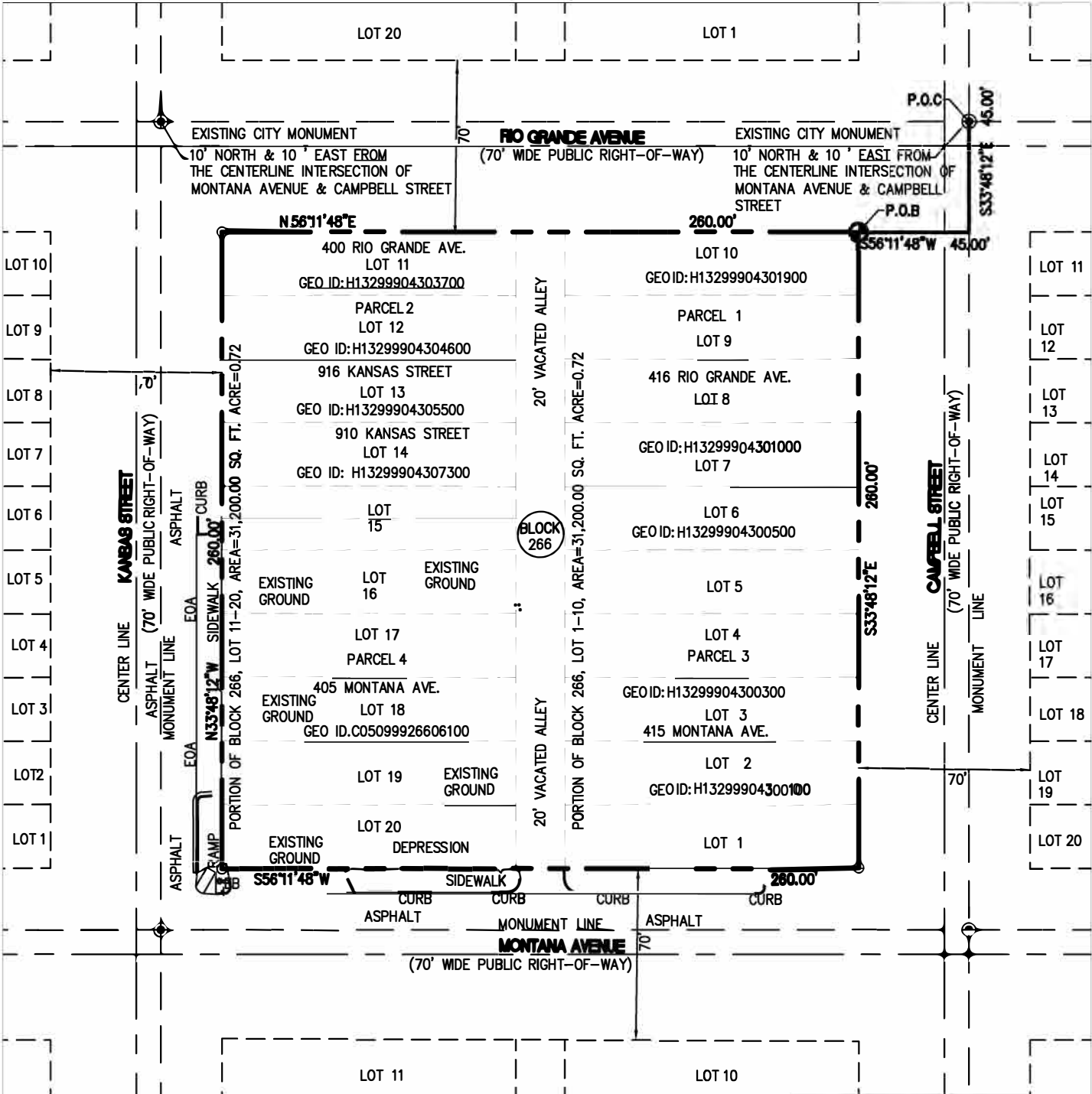
Notary Public, State of Texas
Signature

Printed or Typed Name

My Commission Expires:



(Exhibits on next page)



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

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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 AUGUST 26, 2021.



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

PLAT OF BOUNDARY ON BLOCK 266



CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS
8800 WESTWIND DRIVE
EL PASO, TEXAS
(915) 584-4457

SLI ENGINEERING, INC.

PROPERTY DESCRIPTION

All of Lots 1 through 20, Block 266, Campbell Addition, an addition to the City of El Paso, El Paso County, Texas, and the vacated 20.00' alley.

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

JOB #: 06-20-4435 DR. BY: LCD
SCALE: 1"=60' F.B. #: ***
DATE: 12/30/19

METES AND BOUNDS DESCRIPTION

All of lots 1 through 20, Block 266, Campbell addition, an addition to the City of El Paso, El Paso County, Texas, and the vacated 20.00' alley, more particularly described by metes and bounds as follows:

Commencing at an existing city monument, 10 foot north and 10 foot east of the centerline intersection of Campbell Street and Rio Grande Avenue; Thence, South 33°48'12" East from said city monument and on the monument line of Campbell Street, a distance of 45.00 feet to a point; Thence, South 56° 11' 48" West, away from said monument line, a distance of 45.00 feet to point for a boundary corner lying on the intersection of the southern easterly right-of-way line of Campbell Street and the southerly right-of-way of Rio Grande Avenue, said point being the "TRUE POINT OF BEGINNING" of this boundary description;

THENCE, South 33° 48' 12" East, with said right-of-way line of Campbell Street, a distance of 260.00 feet to a boundary corner lying on the northerly Montana Avenue right of-way and the westerly right-of-way line of Montana Avenue.

THENCE, South 56° 11' 48" West, with said right-of-way line Montana Avenue a distance of 260.00 feet to a boundary corner lying on the north-easterly right-of-way line of Kansas Street.

THENCE, North 33° 48' 12" West, with said right-of-way line of Kansas Street, a distance of 260.00 feet to a boundary corner lying on the southerly right-of-way line of Rio Grande Avenue;

THENCE, North 56° 11' 48" East, with said right-of-way line of Rio Grande Avenue, a distance of 260.00 feet back to the "TRUE POINT OF BEGINNING" of this boundary description.

Said Parcel of land containing 1.5518 Acres (67,598.30 Sq. Ft.) of land, more or less.



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

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PLAT OF BOUNDARY ON BLOCK 266



CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS
6800 WESTWIND DRIVE
EL PASO, TEXAS
(915) 584-4457

SLI ENGINEERING, INC.

PROPERTY DESCRIPTION

All of Lots 1 through 20, Block 266, Campbell Addition, an addition to the City of El Paso, El Paso County, Texas, and the vacated 20.00' alley.

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

JOB #: 06-20-4435 DR. BY: LCD
SCALE: 1"=60' F.B. #: ***
DATE: 08/26/21

PROJECT LEGEND - FOR REPRESENTATION PURPOSES ONLY	
SYMBOL	S.F. / ACRE
	OPEN SPACES = 13,570 SF = 0.311 ACRES
	#1: 11,760 SF #2: 16,520 SF #3: 16,440 SF #4: 10,880 SF #5: 8,130 SF TOTAL 63,730 SF
	N/A
	*HEIGHT OF 6'-0"
	*HEIGHT OF 8'-0"
	N/A
	N/A

415 Montana - HACEP - Nuestra Señora
1 - Architectural style
 Transitional style as a midpoint between traditional and modern, building to be in harmony with the surrounding architecture styles, stucco and metal clad exteriors that will be taking some elements of neighboring St. George Church and some of the stucco clad bungalow houses/apartments, creating a contemporary cohesive look.

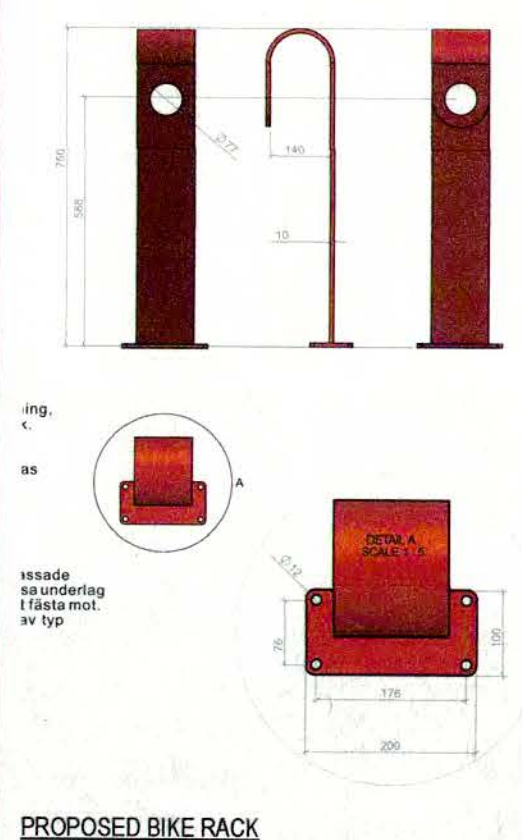
2 - Compatibility of buildings and other improvements as determined by their arrangement, bulk, form, character and landscaping to establish a livable and harmonious environment
 Low water consumption landscaping elements including planting material, ground covering, drip irrigation and shading devices native to this region will complement the architectural style that take elements from the neighboring buildings to a contemporary look.

3 - Program:

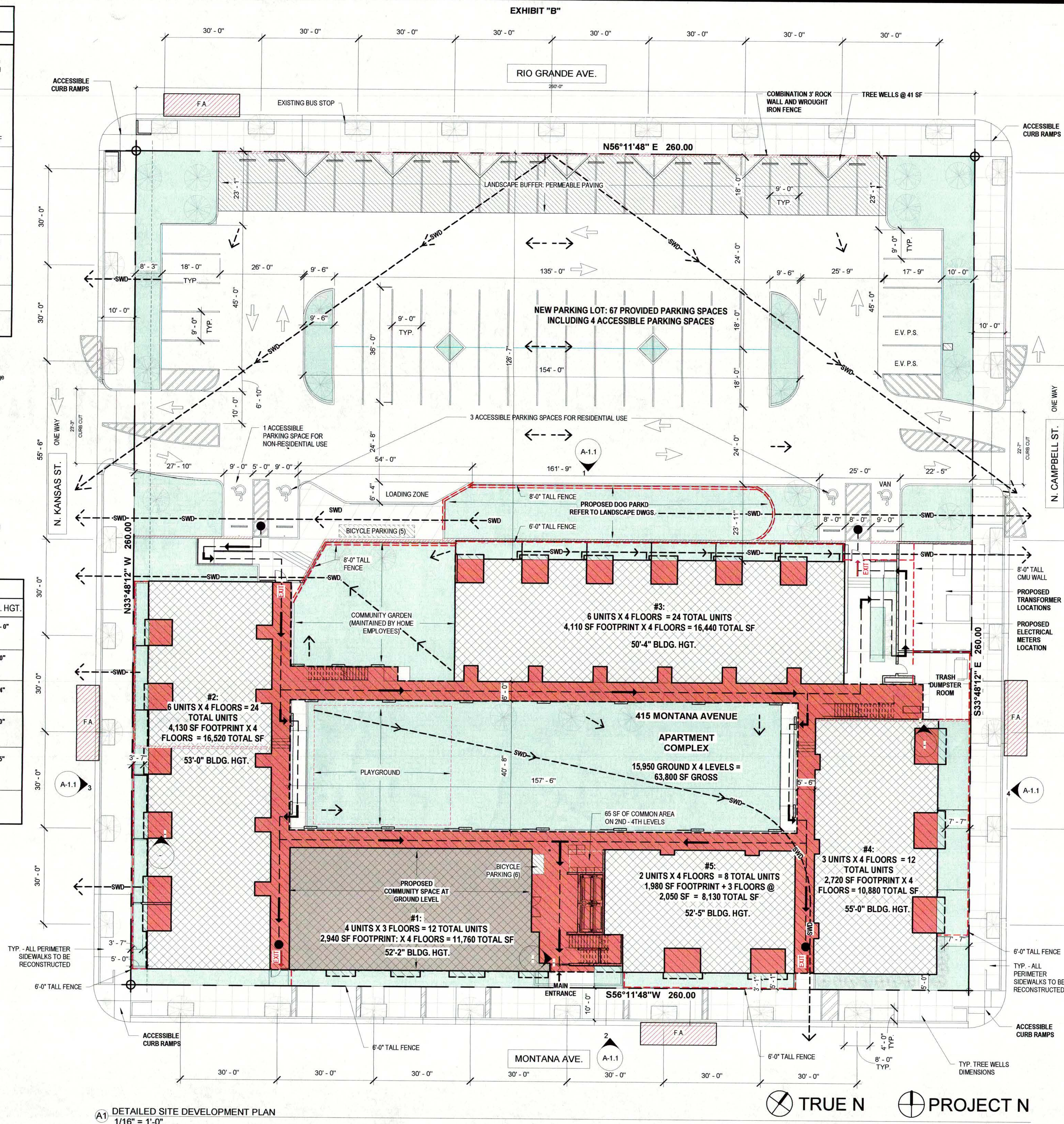
- (1) 4 story apartment building complex to house 80 units total.
- (50) 1-bedroom units.
- (20) 2-bedroom units.
- This complex will include few amenities like community spaces, laundry room, playground, community garden, among others.
- New parking lot to comply with current building codes and standards.
- Landscaped areas.

RESIDENTIAL COUNT		
BLDG. #	UNIT COUNT & SQUARE FOOTAGE	BLDG. HGT.
#1	1 BEDROOM UNITS 4 UNITS X 3 FLOORS = 12 TOTAL UNITS 2,940 SF FOOTPRINT X 4 FLOORS = 11,760 TOTAL SF	52'-0"
#2	1 BEDROOM UNITS 6 UNITS X 4 FLOORS = 24 TOTAL UNITS 4,130 SF FOOTPRINT X 4 FLOORS = 16,520 TOTAL SF	53'-0"
#3	1 BEDROOM UNITS 6 UNITS X 4 FLOORS = 24 TOTAL UNITS 4,110 SF FOOTPRINT X 4 FLOORS = 16,440 TOTAL SF	50'-4"
#4	2 BEDROOM UNITS 3 UNITS X 4 FLOORS = 12 TOTAL UNITS 2,720 SF FOOTPRINT X 4 FLOORS = 10,880 TOTAL SF	55'-0"
#5	2 BEDROOM UNITS 2 UNITS X 4 FLOORS = 8 TOTAL UNITS 1,980 SF FOOTPRINT + 3 FLOORS @ 2,050 SF = 8,130 TOTAL SF	52'-5"
PROPOSED NONRESIDENTIAL LAND USE #1: GROUND FLOOR = 2,940 SF		

Hook sid 1/1
 10/12/2021 3:50:36 PM
 www.mclsa.se



PROPOSED BIKE RACK



A1 DETAILED SITE DEVELOPMENT PLAN
 1/16" = 1'-0"

PROJECT CALCULATION DATA	
APPLICABLE CODES INTERNATIONAL BUILDING CODE 2015 NFPA ADGAG TAS FHA	
ZONING PROPOSED ZONING - G-MU YARD STANDARDS (MONTANA AVE. FRONTAGE): FY - 0'-0" RY - 0'-0" SYE - 0'-0" SYM - 0'-0"	
OCCUPANCY GROUP R2	
CONSTRUCTION TYPE VA	
ALLOWABLE NUMBER OF STORIES ABOVE GRADE (TABLE 504.4) TYPE VA S = 4 STORIES	
ALLOWABLE BUILDING HEIGHT (TABLE 504.3) TYPE VA S = 70	
LAND AREA TOTAL LAND AREA = 67,601 SF = 1.55 ACRES	
BUILDING AREA 15,880 SF GROUND X 4 LEVELS = 63,520 SF GROSS ALLOWABLE AREA IN SF (TABLE 506.2) R-S SM TYPE VA = 30,000 SF PER FLOOR	
LEGAL DESCRIPTION ALL OF LOTS 1 THROUGH 20, BLOCK 266, AND THE VACATED 20 FOOT ALLEY CAMPBELL ADDITION, THE CITY OF EL PASO, EL PASO COUNTY TEXAS	
RESIDENTIAL COUNT	
LEVELS	1 BDRM
GROUND LEVEL	12
SECOND LEVEL	16
THIRD LEVEL	16
FOURTH LEVEL	16
TOTAL:	60
PROPOSED DENSITY:	60 / 1.55 ACRE = 38 UNITS / ACRE
1.5 P.S. X 1 BEDROOM =	20 / 1.55 ACRE = 13 UNITS / ACRE
90 P.S.	40 P.S.
PROPOSED NONRESIDENTIAL LAND USE	
#1 (2,940 SF) • ASSISTANT OFFICE • MANAGER'S OFFICE • BUSINESS CENTER • STO. / JAN. • UNISEX RESTROOMS (2)	
TOTAL NONRESIDENTIAL: 3,135 SF	
MAXIMUM PROPOSED INTENSITY FOR NONRESIDENTIAL LAND USE: 63,520 SF GROSS / 2,840 NONRESIDENTIAL SF X 100 = 2.2% OF THE TOTAL SF IS NONRESIDENTIAL LAND USE (FLOOR AREA RATIO)	
PARKING CALCULATIONS	
1.5 P.S. X 1 BEDROOM 2 P.S. X 2 BEDROOMS 60 1BD UNITS X 1.5 P.S. = 90 P.S. 20 2BD UNITS X 2 P.S. = 40 P.S. 130 P.S.	COMMERCIAL 862 SF / 288 = 862 SF / 200 = MIN 3 P.S. MAX 4 P.S. 3 P.S. MIN. REQ. = 133 P.S. 66 P.S. SHORT
BIKE RACK CALCULATIONS REQUIRED 11 BIKE PARKING SPACE / PROVIDED 11 BIKE PARKING SPACES	
LANDSCAPE CALCULATIONS	
LANDSCAPE AREA REQUIRED: 51,795' x 15' = 7,770 SQ. FT. TOTAL LANDSCAPE AREA PROPOSED IN LANDSCAPE AREA: 16,143 SQ. FT. LANDSCAPE UNITS REQUIRED: 7,770 SQ. FT. / 1,000 = 7.77 ~ 8 UNIT	
PARKING CANOPY TREES: 67 SPACES / 10 = 6.7 ~ 7 PARKING CANOPY TREES (CT)	
FRONTAGE TREES: 986/30 = 32.8 ~ 33 FRONTAGE TREES (FT)	
STREET TREES: 455/30 FT. SPACING = 15 STREET TREES (ST)	
	REQUIRED
PROJECT TREES	8
FRONTAGE TREES	33
FRONTAGE CANOPY TREES	7
STREET TREES	16
5 GALLON PLANTS	360
NOTE: THIS IS A ZERO LOT LINE PROPERTY, NOT ALL LANDSCAPE ORDINANCE REQUIREMENTS ARE APPLICABLE	

112 Texas Ave. | El Paso, TX 79901
p 915.533.SITU (7488)
www.insituarc.com

10.12.21

HACEP - NUESTRA SEÑORA

HACEP

415 Montana Ave.
El Paso, Texas 79902

REVISION SCHEDULE

Number	Date	Description
--------	------	-------------

PLANNING & INSPECTIONS DEPARTMENT
PLANNING DIVISION
MASTER ZONING PLAN
APPROVED BY CITY COUNCIL

DATE: 10/17/21
APPLICANT: JAC
EXECUTIVE SECRETARY, CITY PLAN COMMISSION

CITY MANAGER

PROJECT STATUS: **DESIGN DEVELOPMENT**

ISSUE DATE: **10.12.21**

PROJECT NO.: **20019**

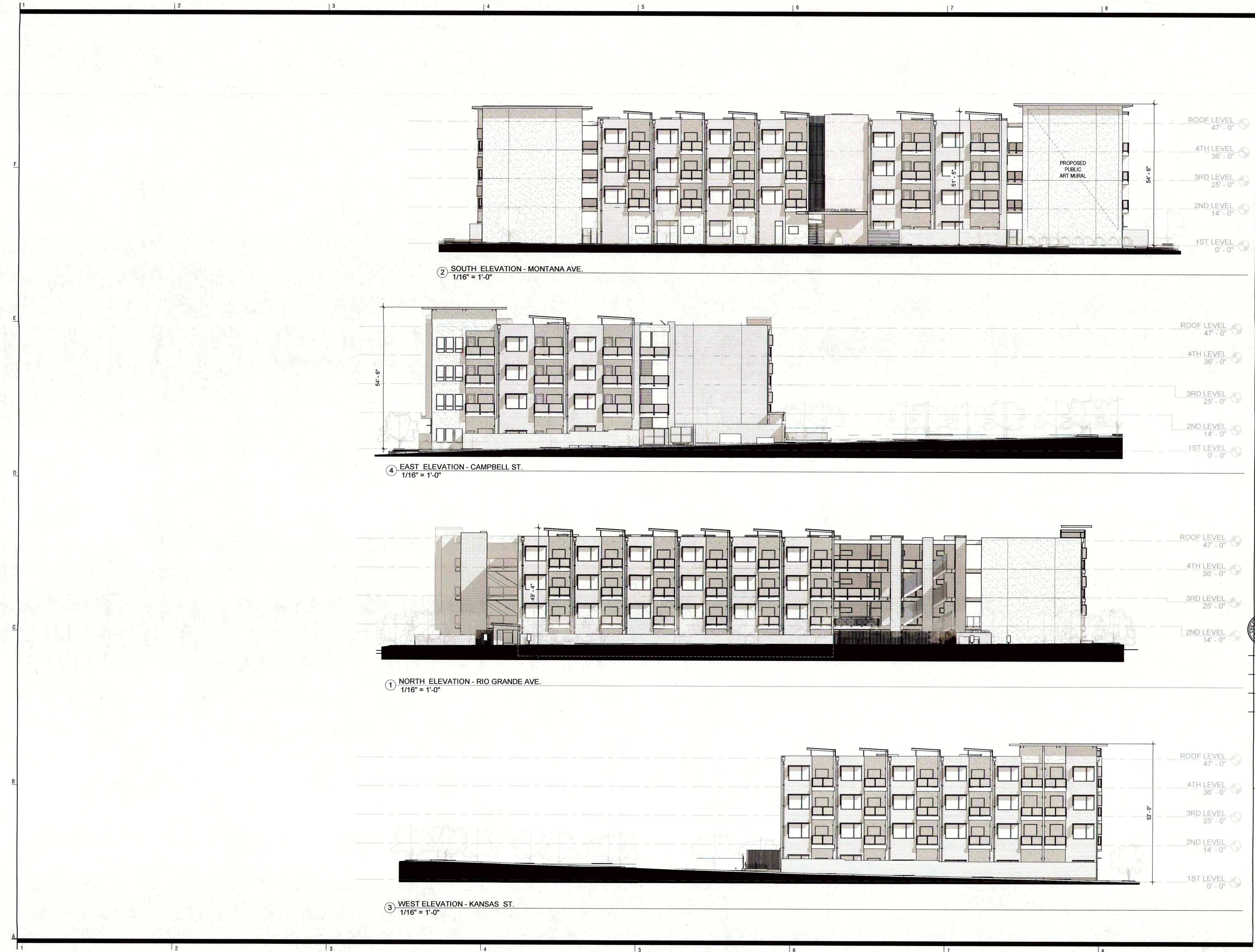
DRAWN BY: **FT / MS / EL**

CHECKED BY: **EL, WH**

SPECIAL PERMIT

DETAILED SITE DEVELOPMENT PLAN

A-1.0



in*situ
ARCHITECTURE

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10.12.21

HACEP - NUESTRA SEÑORA

HACEP

415 Montana Ave.
El Paso, Texas 79902

REVISION SCHEDULE

Number	Date	Description
--------	------	-------------



PLANNING & INSPECTIONS DEPARTMENT
PLANNING DIVISION
MASTER ZONING PLAN
APPROVED BY CITY COUNCIL

DATE
10/11/21
APPLICANT
J. V. H.

EXECUTIVE SECRETARY, CITY PLAN COMMISSION

CITY MANAGER

PROJECT STATUS:	DESIGN DEVELOPMENT
ISSUE DATE:	10.12.21
PROJECT NO.:	20019
DRAWN BY:	MS
CHECKED BY:	EL, WH

**DETAILED SITE
DEVELOPMENT PLAN -
ELEVATIONS**

A-1.1

10/12/2021 3:51:19 PM

405 Montana Avenue

City Plan Commission — October 21, 2021



CASE NUMBER: PZST21-00001
CASE MANAGER: Luis Zamora, (915) 212-1552, ZamoraLF@elpasotexas.gov
PROPERTY OWNER: Housing Authority of the City of El Paso
REPRESENTATIVE: SLI Engineering, Inc, c/o Georges Halloul
LOCATION: 405 Montana Avenue (District 8)
PROPERTY AREA: 1.55 acres
EXISTING ZONING: C-1/c/sp (Commercial/conditions/special permit)
A-2 (Apartments)
C-4/sp (Commercial/special permit)
REQUEST: Special Permit for 50% Parking Reduction
RELATED APPLICATIONS: PZRZ21-00001
PUBLIC INPUT: Three (3) letters in favor received as of October 14, 2021

SUMMARY OF REQUEST: The applicant is requesting a Special Permit to allow for a 50% reduction from the required one hundred thirty-three (133) parking spaces to sixty-seven (67) parking spaces provided onsite for a proposed multifamily development.

SUMMARY OF STAFF RECOMMENDATION: Staff recommends **APPROVAL** of the Special Permit to allow a 50% parking reduction as the proposed development meets the requirements of El Paso City Code Sections 20.14.070 Parking Reductions, 20.04.320 Special Permit, and 20.04.150 Detailed Site Development Plan. Furthermore, the proposed development is in keeping with the policies of the G-2, Traditional Neighborhood (Walkable) Land Use Designation of *Plan El Paso*, the City's adopted Comprehensive Plan.

PZRZ21-00001 & PZST21-00001

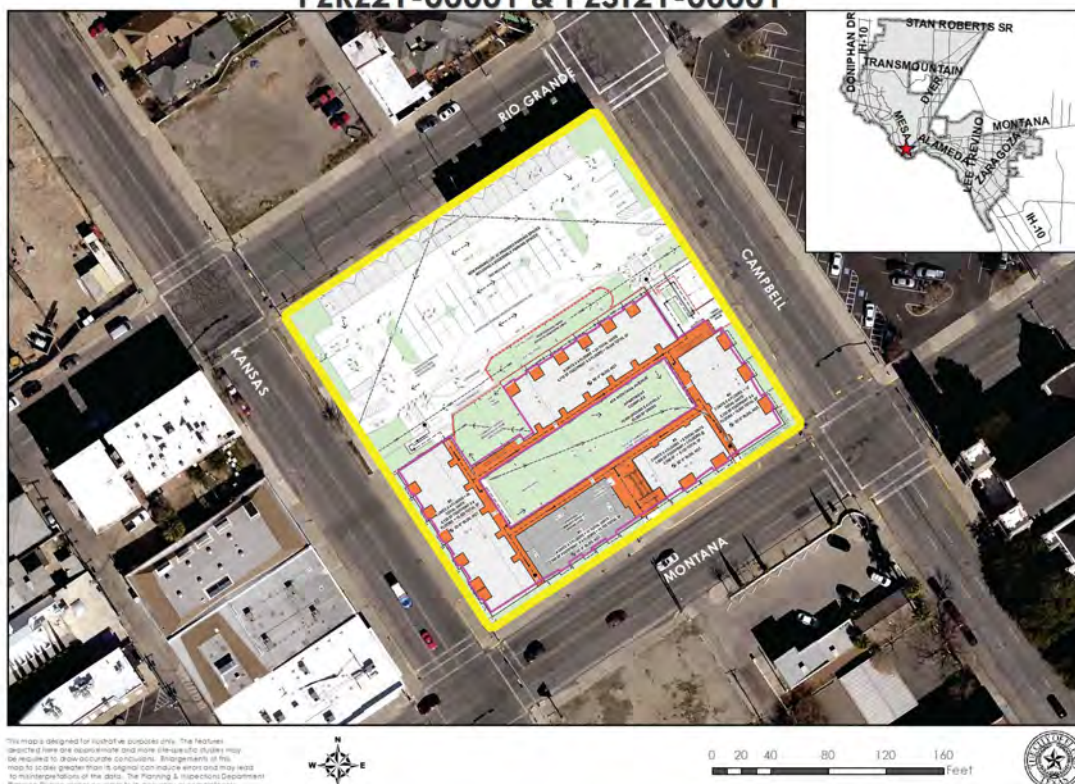


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting approval of a Special Permit to allow for a 50% reduction from the required one hundred thirty-three (133) parking spaces to sixty-seven (67) required parking spaces provided onsite. The proposed multifamily development will consist of five (5) buildings that will include sixty (60) one-bedroom units and twenty (20) two-bedroom units for a total of eighty (80) units. The proposed development requires a total of one hundred thirty-three (133) parking spaces, but is requesting to provide sixty-seven (67) parking spaces on-site.

The applicant has conducted a parking study that shows a total of one hundred twenty-five (125) parking spaces available on-street within 300 feet from the subject property. There are one hundred four (104) parking spaces available during a 7:00 am thru 7:00 pm week days. The number of available parking spaces on-street is adequate to serve this development, in addition to the 67 spaces provided onsite. The applicant has provided a letter from the Director of Sun Metro indicating that there are existing transit facilities within 1,000 feet of the subject property including one fixed route stop located adjacent to the subject property at Rio Grande Avenue and Kansas Street, and one streetcar stop located on Stanton Street. Also, there are transit facilities for Sun Metro's Brio Route located on Oregon Street within walking distance (0.25 miles) from the proposed development. The proposed development will have access from Kansas Street and Campbell Street.

PREVIOUS CASE HISTORY: City Plan Commission recommended approval (9-0) on April 22, 2021 on a different proposed plan. Since then, the applicant has significantly altered the proposed design, which requires a new review and approval recommendation prior to City Council. Changes include reducing the number of proposed buildings from seven (7) to five (5), reducing the number of housing units from a total of one hundred thirty-six (136) units to eighty (80) units, and inclusion of a parking lot with sixty-seven (67) parking spaces within the property. A reduction in the request of 100% parking reduction of two hundred twenty-four (224) previously required parking spaces to a request of 50% parking reduction of the current requirement of one hundred thirty-three (133) parking spaces to sixty-seven (67) spaces provided on-site.

COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (EL PASO CITY CODE SECTION 20.14.070.B) – NEW DEVELOPMENT IN REDEVELOPMENT AREAS: Up to 100% parking reduction for a use involving the new construction of a structure(s) that is proposed as a redevelopment project located within a redevelopment area or transit oriented development corridor of the City. The applicant shall satisfactorily demonstrate compliance with all of the following conditions:	
Criteria	Does the Request Comply?
1. That the structure(s) is located within one of the following redevelopment areas: the Downtown area (defined as the area between the Union Depot, Paisano Drive, St. Vrain Street, Olive Street, St. Vrain Street, the southern boundary of the Southern Pacific RR Reservation, Campbell Street and Interstate 10), the South El Paso area (defined as the area south of Paisano Drive, and lying between Santa Fe Street and Cotton Street), and any other redevelopment area of transit oriented development corridor as may be recommended by the City Plan Commission and approved by City Council.	Yes. The proposed development is adjacent to Montana Street, which is a transit corridor and is serviced by Sun Metro's Rapid Transit System (RTS) route.
2. That the proposed building coverage on the lot is necessary for the proposed use, both in design and function necessitating the reduction.	Yes. The proposed development's density is appropriate for the area with the development built up to the streets and covering most of the property.
3. That no vacant areas exist within three hundred feet of the property where the proposed use is to be located that can be reasonably developed to accommodate the off-street parking requirements.	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 special permit request is for 50% reduction of parking. Also, the property is being rezoned to G-MU (General Mixed Use) and the proposed development meets all the requirements of the proposed zoning district.
2. Furthers <i>Plan El Paso</i> and applicable neighborhood plans or policies.	Yes. The proposed development will be built up to the property line and is in character with Central El Paso. The proposed development's density is appropriate for a transit-oriented development.
3. Adequately served by and will not impose an undue burden upon public improvements.	Yes. The proposed development is adjacent to Montana Avenue, classified as a Major Arterial, and adjacent to Kansas Street, Rio Grande Avenue, and Campbell Street, which are classified as Minor Arterials. Additionally, the proposed development will be served by public transit.
4. Any impacts of the proposed development on adjacent property are adequately mitigated with the design, proposed construction and phasing of the site development.	Yes. A Parking Study was conducted that demonstrated sufficient availability of on-street parking spaces within 300 feet to accommodate the sixty-six (66) parking spaces that cannot be accommodated on the subject property.
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 does comply 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 Central El Paso and the proposed development and uses are compatible with the surrounding properties.
8. The proposed development is not materially detrimental to the property adjacent to the site.	N/A. No impact on adjacent property is anticipated.

COMPLIANCE WITH <i>PLAN EL PASO</i> GOALS & POLICIES – When evaluating whether a proposed special permit is in accordance with <i>Plan El Paso</i>, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>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.</p>	Yes. The proposed development will be built up to the property line and is in character with Central El Paso. The proposed development's density is appropriate for a transit oriented development and will provide a mixture of residential uses to the area.

COMPLIANCE WITH PLAN EL PASO GOALS & POLICIES – When evaluating whether a proposed special permit is in accordance with <i>Plan El Paso</i>, consider the following factors:	
<p>Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site:</p> <p>G-MU (General Mixed Use): The purpose of this district is to accommodate, encourage and promote innovatively designed developments involving the combining and mixing of uses allowed in various zoning districts with appropriate regulations, which together form an attractive and harmonious unit of the city. The regulations of this district are intended to allow for large-scale developments that are able to function as individual neighborhoods or an integrated collection (two or more) of individual neighborhoods supported by civic, commercial and recreational uses; as small-scale developments requiring flexibility because of unique design characteristics; or as transitional areas between dissimilar land uses. It is intended that the district regulations permit flexibility and encourage more creative, efficient and aesthetically desirable design and placement of land uses.</p>	<p>Yes. The proposed zoning district is compatible with other zoning districts surrounding the property. Properties around the proposed development are zoned A-O (Apartment/Office), S-D (Special District), C-4 (Commercial), A-2 (Apartment), and G-MU (General Mixed Use) consisting of offices, surface parking, and apartments.</p>
THE PROPOSED PROJECT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
<p>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.</p>	<p>N/A. The subject property is not located within any historic districts, other special designations, or areas subject to adopted study area plans.</p>
<p>Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.</p>	<p>No adverse effects are anticipated.</p>
<p>Natural Environment: Anticipated effects on the natural environment.</p>	<p>There are no anticipated effects on the natural environment.</p>
<p>Stability: Whether the area is stable or in transition.</p>	<p>The area is in transition with new developments providing a greater mixture of uses for the neighborhood.</p>
<p>Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.</p>	<p>Existing structures on the subject property are being demolished. Moreover, the subject property is comprised of many different zoning districts. The proposed rezoning will apply a single zoning standard to the proposed development.</p>

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments from reviewing departments.

PUBLIC COMMENT: The subject property lies within the boundaries of Houston Park Neighborhood Association, El Paso Central Business Association, and Sunrise Civic Group, who were notified by the applicant of the special permit request. Notices were provided to all property owners within 300 feet of the subject property on September 24, 2021. As of October 14, 2021, the Planning Division has received three (3) letters in support of the special permit request.

RELATED APPLICATIONS: A rezoning (PZRZ21-00001) is being requested for the property concurrently with the special permit application to rezone six (6) lots from C-1/c/sp (Commercial/conditions/special permit), A-2 (Apartments), and C-4/sp (Commercial/special permit) to G-MU/c/sp (General Mixed Use/conditions/special permit), along with Master Zoning Plan approval.

OTHER CONSIDERATIONS: The proposed multifamily development will be located within walking distance (0.25 miles) of Pat O'Rourke Recreation Center (0.20 miles), Houston Park (0.25 miles), and El Paso Community College (0.20 miles). Furthermore, there are several Sun Metro's fixed route stops, that include regular bus, streetcar, and Brio service. The proposed development is also in close proximity to two (2) parochial schools and two (2) daycares, and a medical provider. Additionally, there are numerous employers in the area including main offices for major employers such as El Paso Independent School District and City of El Paso.

CITY PLAN COMMISSION OPTIONS:

The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (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. Future Land Use Map
2. Zoning Map
3. Neighborhood Notification Boundary Map
4. Letters in support
5. Detailed Site Plan
6. Department Comments
7. Parking Study


ATTACHMENT 1

PZRZ21-00001 & PZST21-00001



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 1:50,000 can induce error and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.



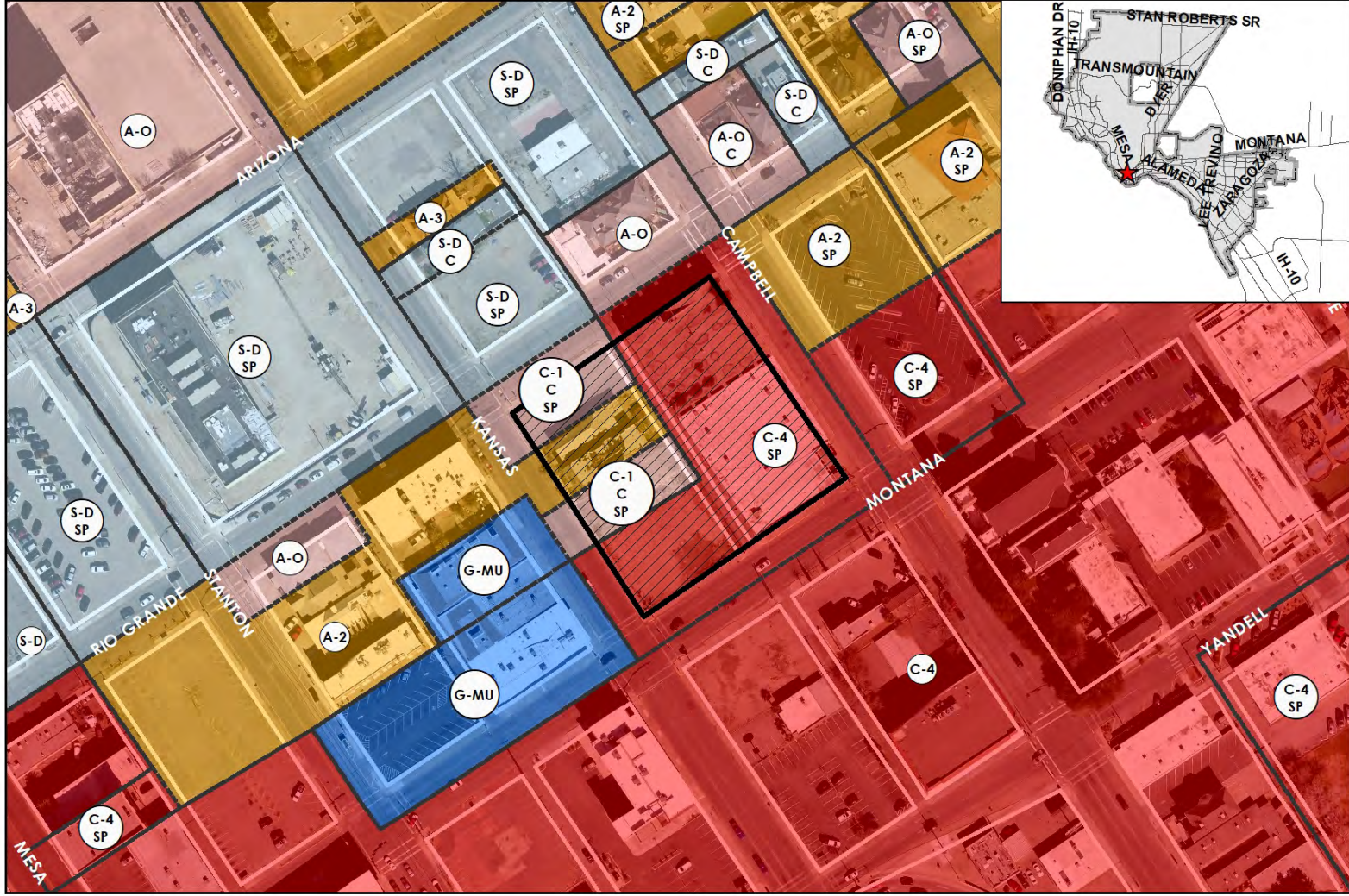
 Subject Property

0 40 80 160 240 320 Feet




ATTACHMENT 2

PZRZ21-00001 & PZST21-00001



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.



 Subject Property

0 40 80 160 240 320 Feet



ATTACHMENT 3

PZRZ21-00001 & PZST21-00001



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.



Subject Property



Parcels within 300 feet

0 50 100 200 300 400 Feet



ATTACHMENT 4

August 23, 2021

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

Mr. Gerald Cichon, CEO
Housing Authority of the City of El Paso
Aka, Housing Opportunity Management Enterprises
304 Texas Avenue
El Paso, Texas 79901

RE: Revised/Rezoning and Special Permit Applications
La Nuestra Senora Proposed Development
405 Montana Avenue
El Paso, Texas 79901

Dear Mayor Leeser, City Representatives, Mr. Cichon:

It gives me great pleasure to communicate to you the support of The Church of St. Clement in the matter referenced above. We appreciate the efforts of the Mayor, Representative Lizarraga, and CEO Cichon as well as the numerous neighbors who voiced their views over the past few months. As a result, we have been able promulgate an acceptable plan for development that not only benefits the City of El Paso, HOME, and the neighborhood. This revised application and development proposal also respects the views of neighbors who live and work in this area.

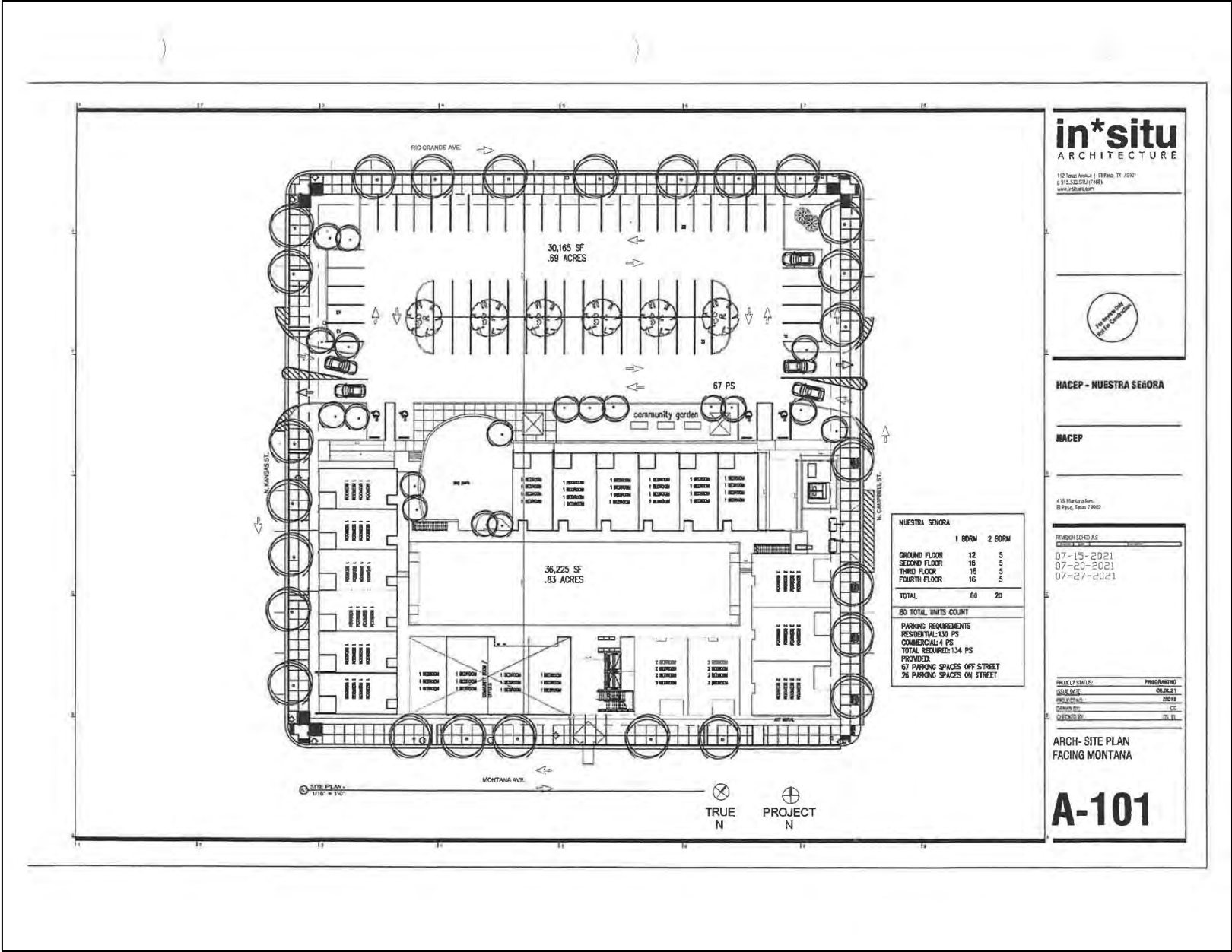
The plan for an adjusted development of 80 apartment units, presented at our meeting on the 5th of August, (attached), and requesting a 50% parking reduction, will result in requiring 26 parking spaces on street, is an excellent advancement of the goals of both HACEP and the Neighborhood.

We wish to commend HOME/HACEP CEO Cichon, Mayor Leeser, Representative Lizarraga and our neighborhood partners for their participation in these discussions.

Thank you for your kind attentions.



Leo Gus Haddad
The Church of St. Clement
Authorized Representative



KELLY CENTER FOR HUNGER RELIEF

Fighting Hunger in El Paso

Board of Directors

Thomas L. Wright, *President*
Attorney at Law
Tresa Rockwell, *Vice President*
Executive Director
Wagress321
Cynthia S. Prieto, *Treasurer*
Vice President & Controller
El Paso Electric
Alise Mann, *Secretary*
Community Advocate

Greg Anderson
Attorney at Law
Ames Davis
Executive Director
American Red Cross
Briana M. Gomez-Valenzuela
Tax Manager
Lauterbach Baruchow
Mary Bell Haney
Educator
Jerald Hobson
Owner
Jordin de Milagros
Mayela Macias
CEO & Founder
Clear Solutions Consulting
Jason Mallonee
Assistant Professor
New Mexico State Univ.
Eva M. Moya
Associate Professor
University of Texas at El Paso
Matthew Niland
Vice President
The Niland Co.
Casie Pedregon
Development Coordinator
Paso del Norte Com. Foundation
Joseph V. Riccillo
El Paso Director
Sundt
Shari S. Schwartz
Educator
Jimmy Stevens, CPA
Alex M. Wankler
Audit Associate
PricewaterhouseCoopers
Charles Andrew Whatley
Senior Partner
EvolveFF Digital Marketing

Warren E. Goodell
Executive Director
wgoodell@kmfp.org

September 10, 2021

The Honorable Oscar Leaser
Mayor, City of El Paso
The City Council of the City of El Paso
300 North Campbell Street
El Paso, Texas 79901

Mr. Gerald Cichon, CEO
Housing Authority of the City of El Paso
Aka, Housing Opportunity Management Enterprise
304 Texas Avenue
El Paso, Texas 79901

Re: Revised/Rezoning and Special Permit Applications
La Nuestra Senora Proposed Development
405 Montana Avenue
El Paso, Texas 79902

Dear Mayor Leaser, City Representatives, Mr. Cichon:

I was delighted to learn of the revised application and proposal for the La Nuestra Senora development plan. The adjusted development plan for 80 apartment units, presented at the meeting on the 5th of August, and requesting a 50% parking reduction requiring 26 parking spaces on street, is an excellent advancement of the goals of both HACP and the neighborhood.

Kelly is grateful to HOME/HACEP CEO Cichon, Mayor Leaser, Representative Lizarraga and our neighborhood partners for the continuing discussions that have resulted in these revised plans.

Yours sincerely,

Warren E. Goodell
Executive Director

915-261-7499

915 N. Florence St. – El Paso, TX 79902

www.kmfp.org

Zamora, Luis F.

From: Edward Rodriguez <edward@erodriguezlaw.com>
Sent: Wednesday, October 6, 2021 4:54 PM
To: Zamora, Luis F.
Subject: Letter in the Matter of Case: PZRZ21-00001 and PZST21-00001
Attachments: Letter in the Matter of PZRZ21-00001 and PZST21-00001.pdf

You don't often get email from edward@erodriguezlaw.com. [Learn why this is important](#)

Attach,

Please the our letter in support of the above referenced case.

Sincerely,

Edward Rodriguez, J.D., B.S.
The Law Firm of Edward Rodriguez, P.C.
501 E. Rio Grande, Ave.
El Paso, Texas 79902
Tel.: 915.778-3992
eFax.: 1.888.500.5105
E-mail: edward@erodriguezlaw.com
www.erodriguezlaw.com

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erodriguezlaw.com

Housing Authority of the City of El Paso
300 N. Campbell, 1st Floor, City Council Chambers
El Paso, Texas 79901

Re: Case: PZRZ21-00001 and PZST21-00001

10/6/2021

To whom it may concern,

This letter is submitted in reference to the abovementioned case/s. We collectively want to make the following comments, concerns, or facts known to the CPC regarding the above case:

1. There is currently a severe parking problems already in existance due in part to the business in the area in quesiton.
2. The parking is limited due to the student population who present to classes at the University of Texas at El Paso' facility at the corner of Campbell and Arizona streets.
3. The food bank located at the corner of Campbell and E. Rio Grande, Ave from Tuesday to Saturday also affect available partking.
4. The new offices of the El Paso School District also have come to affect parking in the area.
5. Any structure built without additional parking accomodations will further increase the lack of partking in the area.

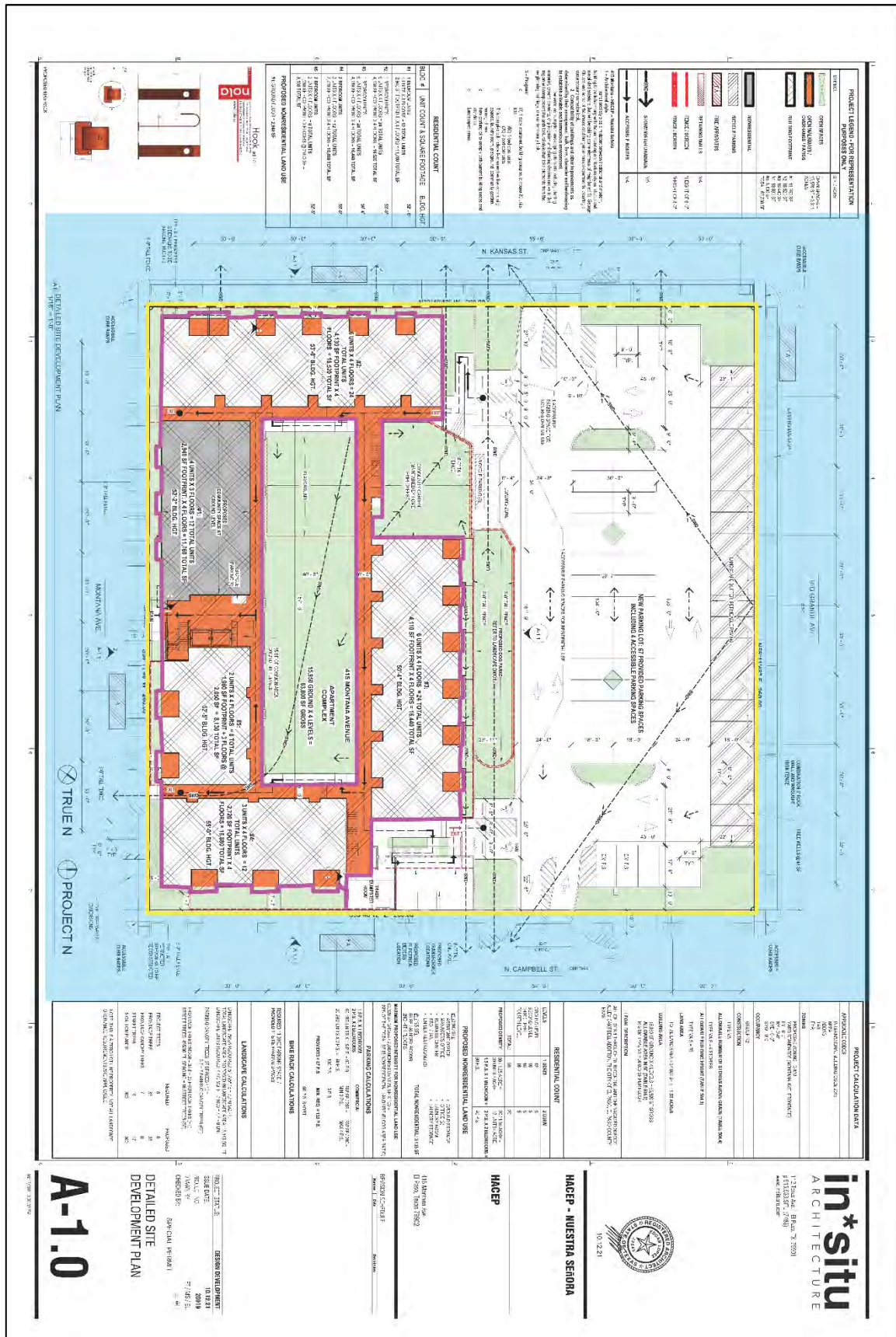
This letter is being submitted via e-mail to zamoraLF@elpasotexas.gov which is being sent prior to the scheduled meeting, with the stated case number/s, and my name and adress, and our position.

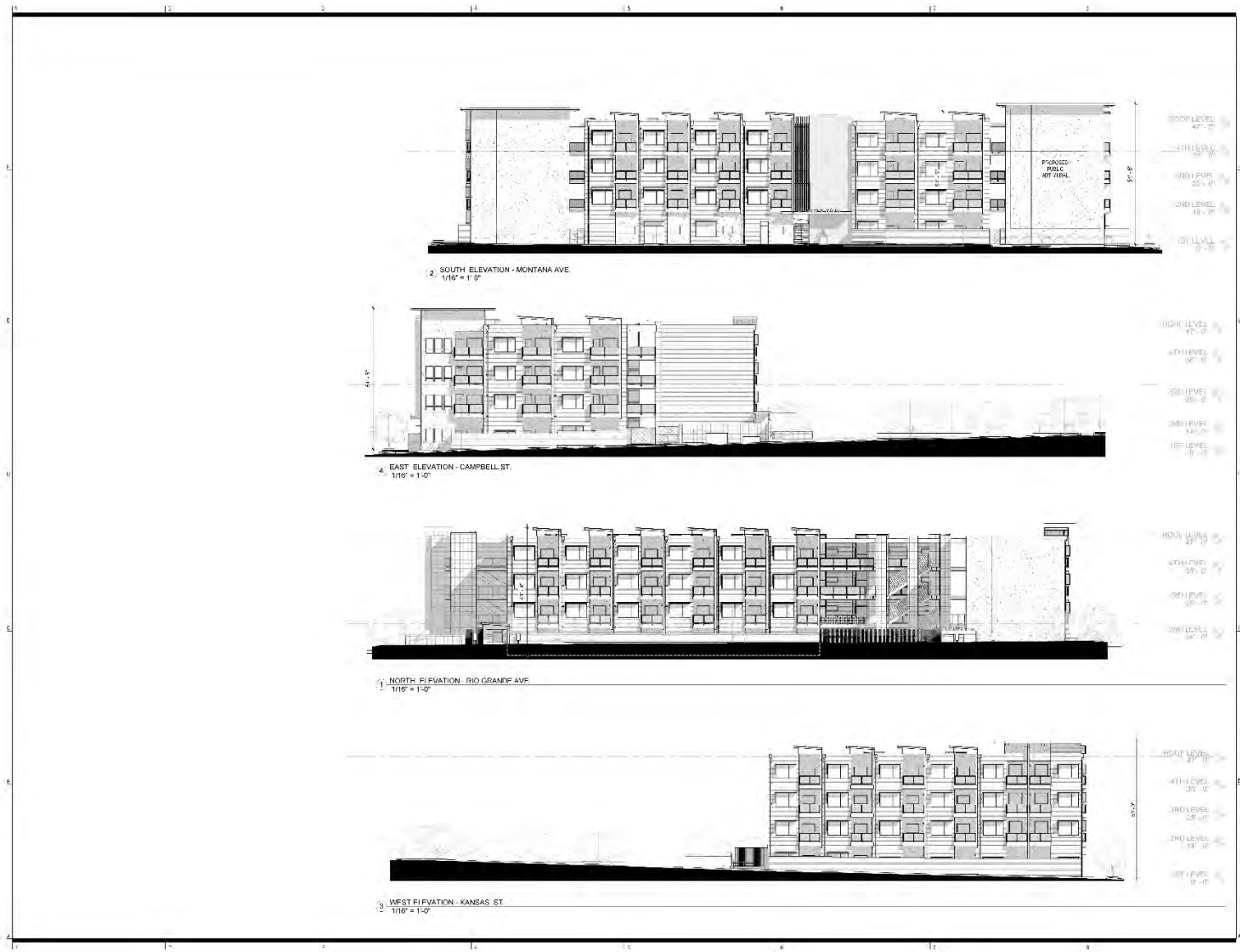
Sincerely,

/s/ Edward Rodriguez, Attorney

U.S. Office: 501 E. Rio Grande, Ave. El Paso TX 79902 | T +1 915 778 3992 | Fax: 1.888.500.6105
Mexico Office : 135 Business Center, 135 Lopez Mateos Ave, Ciudad Juarez, Chih. MX. | T+52 656 257 1700
Email: edward@erodriguezlaw.com

ATTACHMENT 5





11700 Ross Ave. | Suite 100 | Dallas, TX 75248
 214.652.5252 | www.in*situ.com

10.12.21

HACEP - NUESTRA SEÑORA

HACEP

416 Ross Ave.
 El Paso, Texas 79902

500 S. W. 5th Ave. | Suite 100 | El Paso, TX 79902

PROJECT STATUS: DESIGN DEVELOPMENT
 ISSUE DATE: 10.12.21
 PROJECT NO: 200610
 DRAWN BY: MS
 CHECKED BY: LL, WLL

DETAILED SITE DEVELOPMENT PLAN - ELEVATIONS

A-1.1

ATTACHMENT 6

Planning and Inspections Department - Planning Division

1. Provide a Certified Tax Certificate prior to the item's placement on the City Council Agenda.

Planning and Inspections Department – Plan Review & Landscaping Division

1. Recommend 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.

Fire Department

Recommend approval. No adverse comments.

Police Department

No comments received.

Environment Services

No comments to request.

Streets and Maintenance Department

No comments received.

Sun Metro

Applicant has been sent the Sun Metro Director letter as required by this application. There is an existing bus stop adjacent to the subject property along Rio Grande Avenue. Please coordinate with Sun Metro if any work is proposed within the bus stop area.

El Paso Water Utilities

El Paso Water (EPWU) does not object to this request.

Water

There is an existing 6-inch diameter water main that extends along the eastside of Kansas Street.

There is an existing 4-inch diameter water main that extends along the north side of Montana Avenue.

Previous water pressure readings from fire hydrant #1641 located at the southeast corner of Kansas Street. and Montana Avenue, have yielded a static pressure of 70 psi, a residual pressure of 67 psi, and a discharge flow of 993 gallons per minute.

Sanitary Sewer

There is an existing 8-inch diameter sewer main that extends along the east side of the alley east of Kansas Street. This sewer main will be relocated in conjunction with the vacation of the alley.

General

An application for additional water and sanitary sewer services should be submitted 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 EPWU – PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Texas Department of Transportation

Proposed development is not abutting TxDOT right of way. This section of Montana is under City jurisdiction.

El Paso County Water Improvement District #1

Not within the boundaries of EPCWID.

ATTACHMENT 7

(See following pages)

NUESTRA SENORA

Montana and Campbell, El Paso Texas

PARKING ANALYSIS



AUGUST 2021

Parking Analysis

Montana and Campbell, El Paso Texas

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2 Introduction

A. Purpose

The purpose of the report is to perform a Parking Analysis for a proposed development at the Central region of the City of El Paso

The Housing Authority of the City of EL Paso, HACEP is in the process of building a new facility consisting of general mixed use. The analysis will examine the existing parking for the site and analyze the need for additional parking.

3 Limitations

This report has been prepared for the exclusive use of HACEP and its consultants for evaluation purposes and does not contain information for other parties or other uses. Mr. William Helm, In-Situ Architectural authorized this study in an email dated January 5, 2021.

The results submitted in this report are based on data obtained from the following sources:

- ✚ The City of El Paso
- ✚ In-Situ Architectural
- ✚ Field data collected during the study.
- ✚ SLI Engineering, Inc.

If the project information described in this report is incorrect or altered, or if new information is available, we should be retained to review and modify the results of this study.

4 Methodology

The methodology was discussed and approved by Mr. Helm during a conference call.

The required parking for the facility will be calculated using the El Paso Municipal Code.

5 Property General Information

5.1 Site Location

The site is located on the Central side of El Paso occupying the block between Campbell St and Kansas in the east and west direction, and Montana and Rio Grande in the north south direction.



Figure 1 : Site Location

5.2 Legal Description

The legal description of the site is:

The portion of the Special Permit is for the entire site.

All of lots 1 through 20, Block 266, and the vacated 20 foot alley, Campbell Addition, the City of **El Paso, El Paso County Texas**

5.3 Legal Address

There are several addresses on that site:

405 Montana
910 Kansas
916 Kansas
400 Rio Grande
415 Montana

5.4 Platting Determination

The site is legally subdivided in the City of El Paso, the subdivision name is Campbell Addition.

5.5 Zoning Determination

According to the City of El Paso Zoning Index map, is zoned, C1, C-4, SC Commercial and A-2 Commercial..

The site will be rezoned to GMU, General Mix Use.

The designation, SC refer to a Special Zoning Condition.

5.6 Parking calculation

The parking was calculated based on the different types of proposed uses. The code required 1.5 parking spaces per 1 bedroom unit and 2 parking spaces per 2 bedroom and more. The following table is the summary of the required parking per phase:

60 1-Bedroom Units require 90 Parking Spaces
20 2-Bedroom units requires 40 Parking Spaces
Commercial Office 862 SF / 288 = MIN 3 Parking Spaces.

Total requires is 133 Parking Spaces
Total Provided is 67 Parking Spaces

There will be a shortage of 66 Parking Spaces.

The bike parking spaces provided are 11 spaces which matches the required spaces by code.

6 Data Collection

A field survey was conducted on Monday, Tuesday and Wednesday, January 4-6, 2021, where the vacant parking spaces were counted every 30 minutes.

There is an active construction site to the northwest of the site where the El Paso Independent School District is finalizing their administrative offices. Many of the on-street parking were taken by construction workers who are working on that specific site.

The parking counts were collected on the streets shown on the following exhibit:

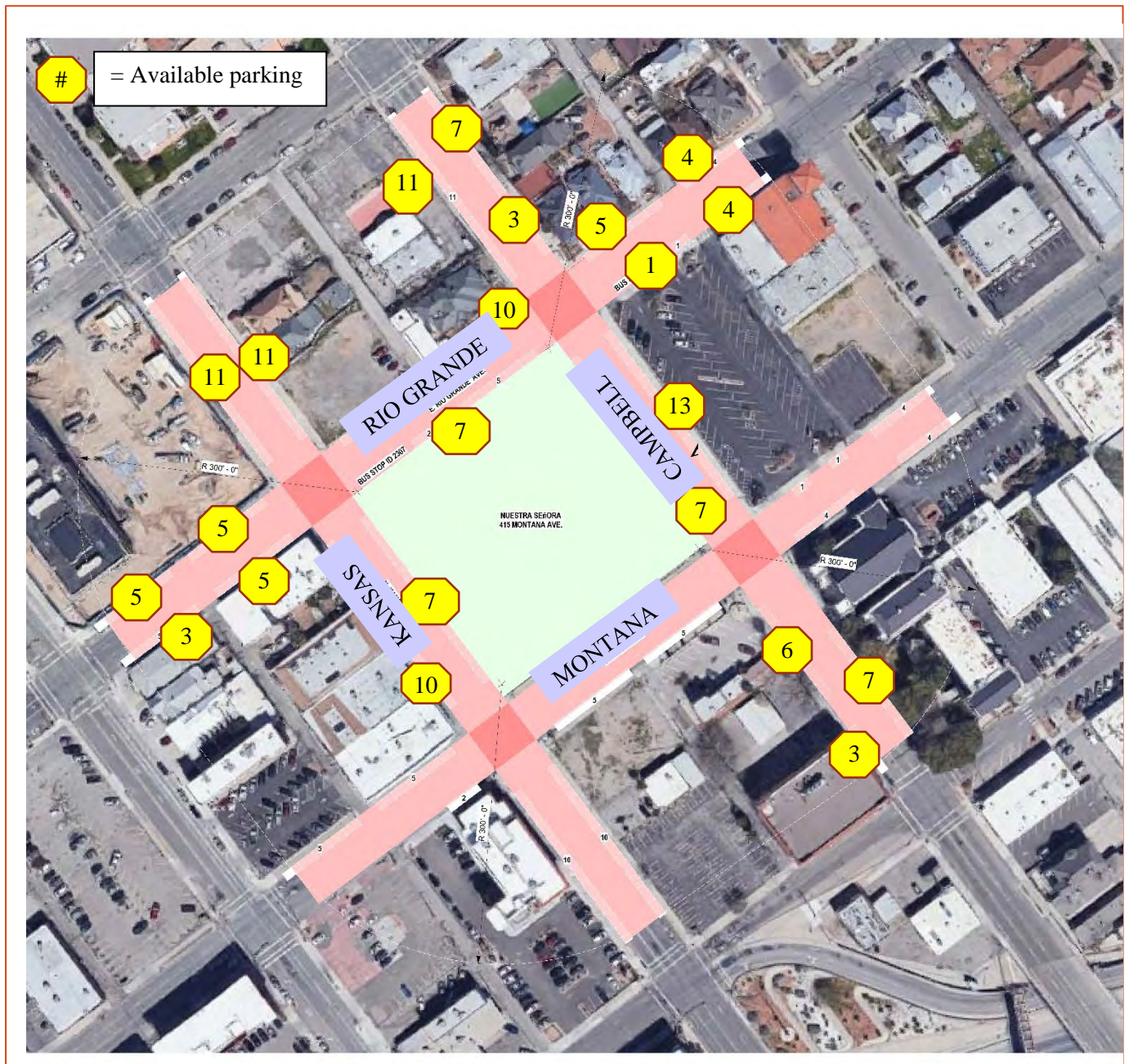


Figure 2: LOCATION OF PARKING COUNTS

The results of the survey are tabulated as follows:

NUMBER OF VACANT PARKING SPACES						
DESCRIPTION		CAMPBELL	MONTANA	KANSAS	RIO GRANDE	TOTAL
DAY	TIME					
M O N	9:00-9:30	60	0	7	29	96
	9:30-10:00	59	0	8	27	94
	10:00-10:30	58	0	10	29	97
	10:30-11:00	60	0	11	30	101
T U E S	9:00-9:30	58	0	8	28	94
	9:30-10:00	59	0	8	30	97
	10:00-10:30	58	0	10	29	97
	10:30-11:00	57	0	11	29	97
W E D	9:00-9:30	58	0	7	28	93
	9:30-10:00	60	0	8	27	95
	10:00-10:30	56	0	9	30	95
	10:30-11:00	57	0	10	29	96
	2:00-2:30	55	0	12	30	97
	2:30-3:00	54	0	14	32	100
	3:00-3:30	62	0	15	34	111

Table 1 : 2-HOURS / 3-DAYS PARKING COUNTS

7 Data Processing

7.1 2-HOURS/3 DAYS COUNT

The proposed development requires 133 parking spaces.

The number of vacant spaces varied throughout the period of the survey. The results show a *maximum* of 111 spaces, a *minimum* of 93 spaces, and a *mean* value of 98. The results were calculated for the regular parking spaces. The vacant parking spaces showed consistency during the study.

7.2 12-HOURS/1-DAY COUNT

Another count was prepared on Tuesday 2-9-2021. The results were tabulated as follows:

		NUMBER OF VACANT PARKING SPACES				
DESCRIPTION		CAMPBELL	MONTANA	KANSAS	RIO GRANDE	TOTAL
DAY	TIME					
TUESDAY	7:00 AM	62	0	15	48	125
	8:00 AM	58	0	12	38	108
	9:00 AM	58	0	10	29	97
	10:00 AM	57	0	11	30	98
	11:00 AM	57	0	12	29	98
	12:00 PM	56	0	15	28	99
	1:00 PM	58	0	10	29	97
	2:00 PM	57	0	11	30	98
	3:00 PM	60	0	9	28	97
	4:00 PM	58	0	9	27	94
	5:00 PM	59	0	10	38	107
	6:00 PM	59	0	12	41	112
	7:00 PM	59	0	15	42	116

Table 2: 12-HOURS/1-DAY PARKING COUNT

The number of vacant spaces varied throughout the period of the survey. The results show a *maximum* of 125 spaces, a *minimum* of 94 spaces, and a *mean* value of 104. The results were calculated for the regular parking spaces. The vacant parking spaces showed consistency during the study.

8 Executive Summary

The study was conducted during the construction phase of the El Paso Independent School District Administration Offices. Many of the construction workers would park their cars on the streets adjacent to the project.

Even with this condition, there is an average of 104 parking spaces available on all streets. Under normal conditions, we assume that there will more parking available on Rio Grande as well as Kansas.

Also, a large number of our tenants do not own vehicles. They rely on using the Public Transportation such as Sun Metro, which has a bus stop located less than 100' away and a trolley stop less than a block away from our Nuestra Senora development. This is one of the reasons we selected this location with its proximity to public transportation.

We are requesting a 50% Parking requirement reduction based on the following municipal codes

El Paso Municipal Code No. **20.14.070 - Parking reductions.**

B. New Development in Redevelopment Areas. Up to a one hundred percent reduction for a use involving the new construction of a structure(s) that is proposed as a redevelopment project located within a redevelopment area or transit oriented development corridor of the city. The applicant shall satisfactorily demonstrate compliance with all of the following conditions:

1. That the structure(s) is located within one of the following redevelopment areas: the downtown area (defined as the area between the Union Depot, Paisano Drive, St. Vrain Street, Olive Street, St. Vrain Street, the southern boundary of the Southern Pacific RR Reservation, Campbell Street and Interstate 10), the South El Paso area (defined as the area south of Paisano Drive, and lying between Santa Fe Street and Cotton Street), and any other redevelopment area or transit oriented development corridor as may be recommended by the city plan commission and approved by the city council; ***The structure is located within this area***
2. That the proposed building coverage on the lot is necessary for the proposed use, both in design and function necessitating the reduction; ***The building will cover the entire block which necessitate the reduction***
3. That no vacant areas exist within three hundred feet of the property where the proposed use is to be located that can be reasonably developed to accommodate the off-street parking requirement. ***All the adjacent parcels of land within 300 feet are developed and occupied. There is an empty lot at 400 Montana. There***

is no for sale sign posted on the property and the property is not listed on MLS for sale. Several attempts were made to contact the owners for no avail.

Based on criteria ***B New Development in Redevelopment Areas.***, we cordially request a 50% reduction of the required parking .

9 APPENDIX SECTION

9.1 APPENDIX A
Site Photos



CAMPBELL



CAMPBELL



KANSAS



RIO GRANDE



KANSAS



MONTANA



RIO GRANDE



ITEMS 39 & 40

405 Montana Avenue Rezoning & Special Permit

PZRZ21-00001

PZST21-00001

Strategic Goal 3.

Promote the Visual Image of
El Paso



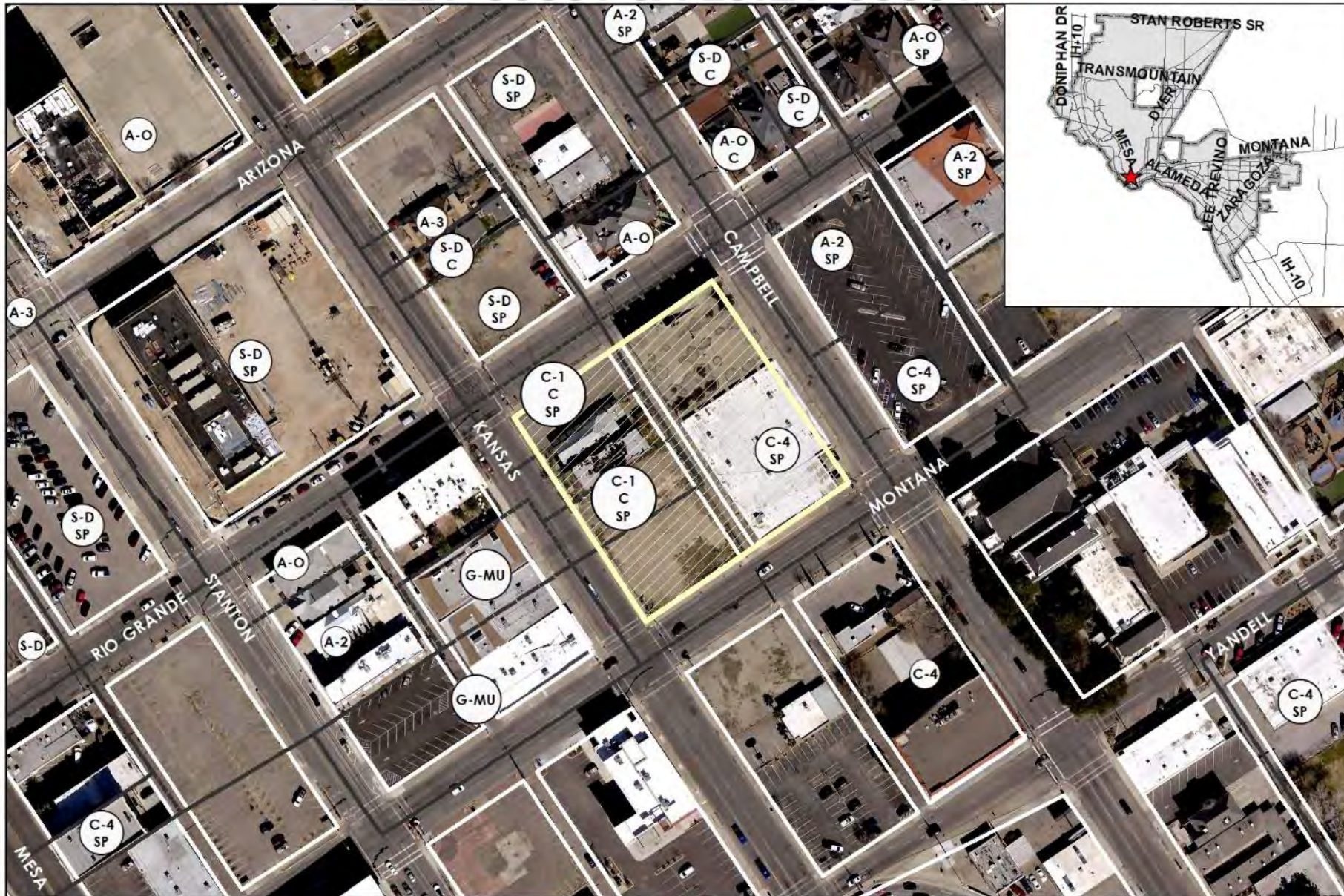


Recommendation

- Staff recommends **approval** of both the rezoning and special permit request.
- City Plan Commission recommends **approval** (7-0) of both the rezoning and the special permit request.

PZRZ21-00001 & PZST21-00001

Aerial



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.



Subject Property

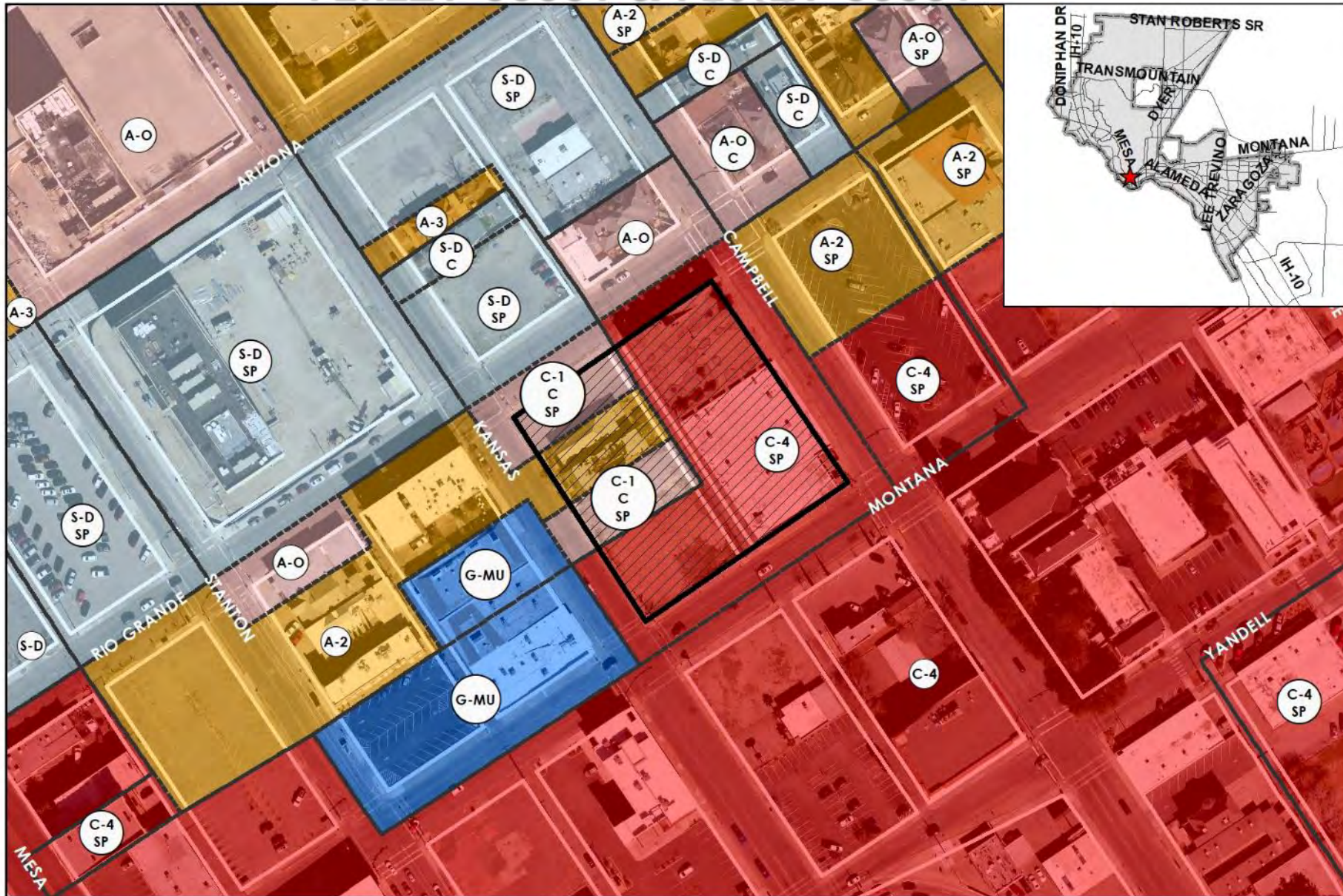
0 40 80 160 240 320 Feet



PZRZ21-00001 & PZST21-00001



Existing Zoning



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.



Subject Property

0 40 80 160 240 320 Feet



PZRZ21-00001 & PZST21-00001



Future Land Use



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.



Subject Property

0 40 80 160 240 320 Feet



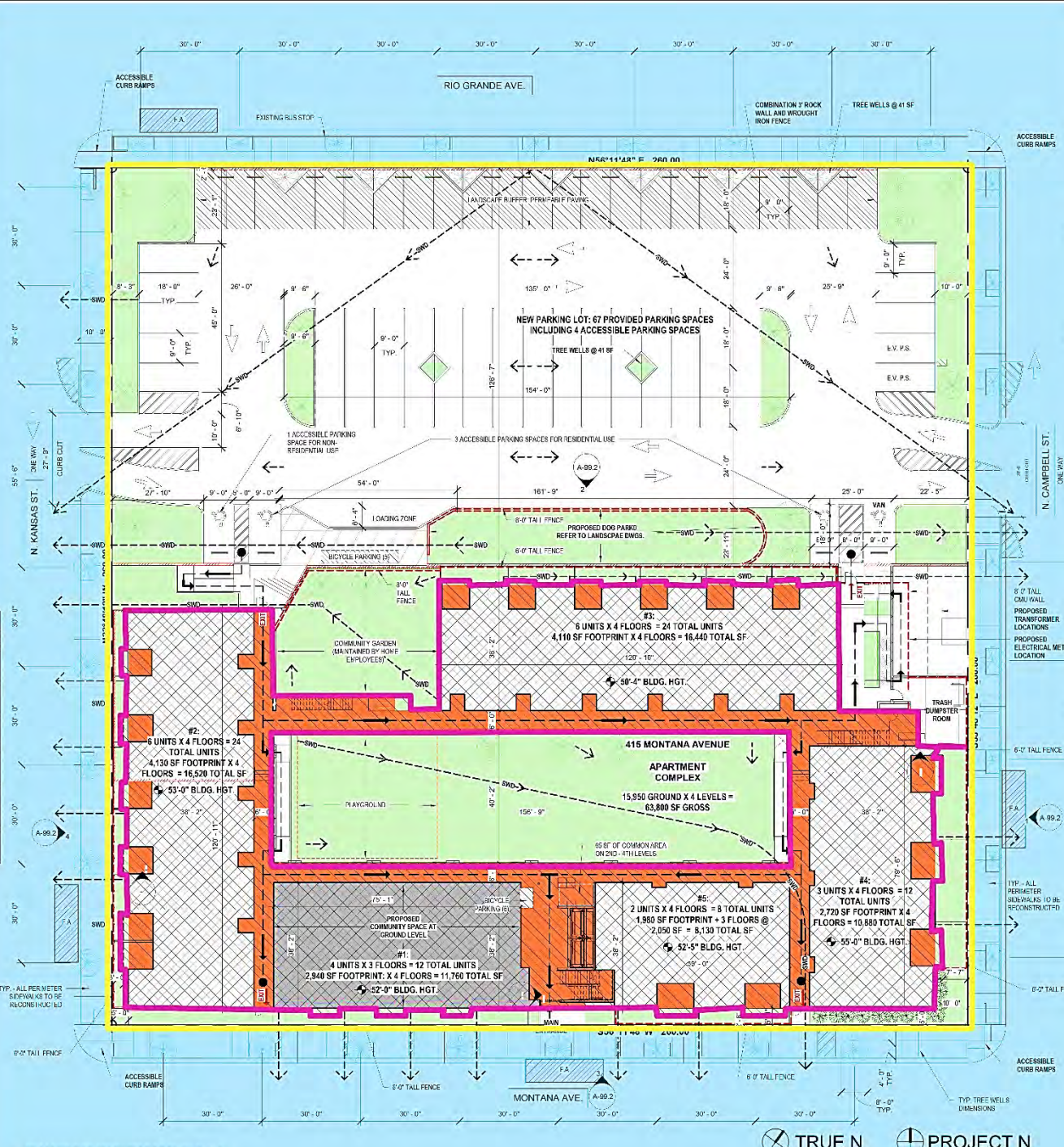
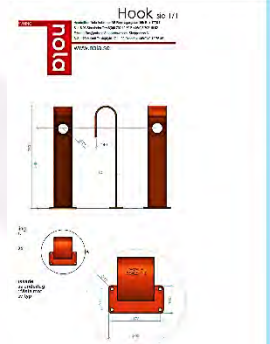
PROJECT LEGEND - FOR REPRESENTATION PURPOSES ONLY		
SYMBOL	S.F. / ACRE	
	OPEN SPACES	OPEN SPACES = 13,170 SF = 0.311 ACRES
	OPEN WALKWAYS / OVERHANGS / PATIOS	
	BUILDING FOOTPRINT	#1: 11,760 SF #2: 16,520 SF #3: 16,440 SF #4: 10,880 SF #5: 8,130 SF TOTAL: 63,730 SF
	NONRESIDENTIAL	
	BICYCLE PARKING	
	FIRE APPARATUS	
	RETAINING WALLS	N/A
	FENCE / SCREEN	*HEIGHT OF 6'-0"
	FENCE / SCREEN	*HEIGHT OF 6'-0"
	STORM WATER DRAINAGE	N/A
	ACCESSIBLE ROUTES	N/A

415 Montana - HACEP - Nuestra Señora
1 - Architectural style
Transition style as a midpoint between traditional and modern building to be in harmony with the surrounding architectural styles. It will include exterior details that will be taking some elements of traditional St. George Church and some of the elements of modern houses/apartments, creating a contemporary cohesive look.
2 - Compatibility of buildings and other improvements as determined by their arrangement, bulk, form, character and landscaping to establish a livable and harmonious environment
Low maintained landscaping elements including parking material, ground covering, irrigation and lighting devices relative to the region will complement the architectural style that take elements from the neighboring buildings to a contemporary look.

3 - Program:
a. (1) 4 story apartment building complex to house 80 units total.
b. (80) 1-bedroom units.
c. (20) 2-bedroom units.
d. This complex will include low amenities like community space, laundry room, playground, community garden, among others.
e. New parking lot to comply with current building codes and standards.
f. Landscaped areas.

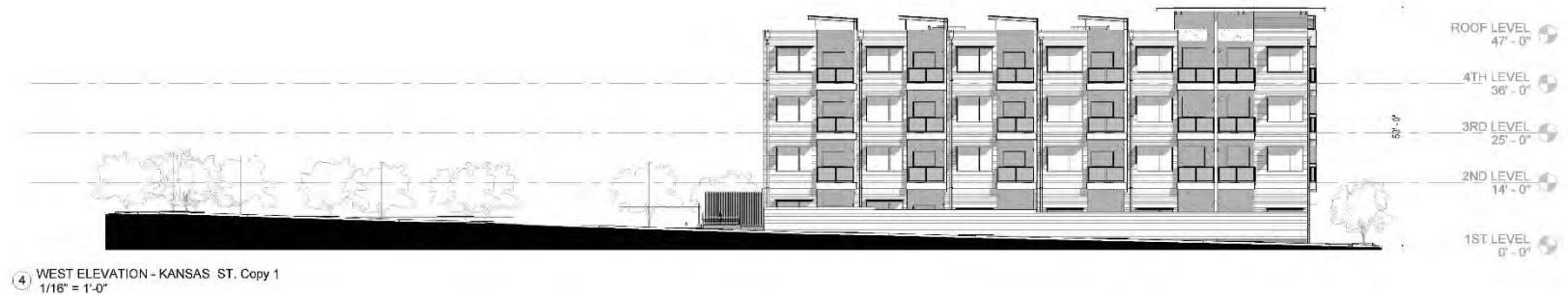
RESIDENTIAL COUNT		
BLDG. #	UNIT COUNT & SQUARE FOOTAGE	BLDG. HGT.
#1	1 BEDROOM UNITS 4 UNITS X 3 FLOORS = 12 TOTAL UNITS 2,940 SF FOOTPRINT X 4 FLOORS = 11,760 TOTAL SF	52'-0"
#2	1 BEDROOM UNITS 6 UNITS X 4 FLOORS = 24 TOTAL UNITS 4,130 SF FOOTPRINT X 4 FLOORS = 16,520 TOTAL SF	53'-0"
#3	1 BEDROOM UNITS 6 UNITS X 4 FLOORS = 24 TOTAL UNITS 4,110 SF FOOTPRINT X 4 FLOORS = 16,440 TOTAL SF	53'-0"
#4	2 BEDROOM UNITS 3 UNITS X 4 FLOORS = 12 TOTAL UNITS 2,730 SF FOOTPRINT X 4 FLOORS = 10,880 TOTAL SF	53'-0"
#5	2 BEDROOM UNITS 2 UNITS X 4 FLOORS = 8 TOTAL UNITS 1,880 SF FOOTPRINT X 3 FLOORS @ 2,050 SF = 8,130 TOTAL SF	52'-5"

PROPOSED NONRESIDENTIAL LAND USE
#1: GROUND FLOOR = 2,940 SF



PROJECT CALCULATION DATA		
APPLICABLE CODES		
INTERNATIONAL BUILDING CODE 2015		
NPA		
ADDD		
TAS		
FHA		
ZONING		
PROPOSED ZONING: G MU		
YARD STANDARDS (MONTANA AVE. FRONTAGE):		
TY: 0'-2"		
RY: 0'-0"		
SY: 0'-0"		
SW: 0'-2"		
OCCUPANCY		
GROUP: R2		
CONSTRUCTION		
TYPE: VA		
ALLOWABLE NUMBER OF STORIES ABOVE GRADE (TABLE 504.4)		
TYPE VA S = 5 STORIES		
ALLOWABLE BUILDING HEIGHT (TABLE 504.3)		
TYPE VA S = 70'		
LAND AREA		
TOTAL LAND AREA = 87,001 SF = 1.99 ACRES		
BUILDING AREA		
15,880 SF GROUND X 4 LEVELS = 63,520 SF GROSS		
ALLOWABLE AREA IN SF (TABLE 500.2)		
R-5 SM TYPE VA = 36,000 SF PER FLOOR		
LEGAL DESCRIPTION		
ALL OF LOTS 1 THRU 20, BLOCK 288, AND THE VACATED 20 FOOT ALLEY CAMPEL, IN ADDITION, THE CITY OF EL PASO, EL PASO COUNTY TEXAS.		
RESIDENTIAL COUNT		
LEVELS	1 BDRM	2 BDRM
GROUND LEVEL	12	5
SECOND FLOOR	18	5
THIRD LEVEL	18	5
FOURTH FLOOR	18	5
TOTAL:	60	20
PROPOSED DENSITY:	60 / 1.99 ACRE = 30 UNITS / ACRE	20 / 1.99 ACRE = 10 UNITS / ACRE
	1.5 P.S. X 1 BEDROOM = 2 P.S. X 2 BEDROOMS = 40 P.S.	
PROPOSED NONRESIDENTIAL LAND USE		
#1 (2,940 SF):		
• ASSISTANT OFFICE		
• MANAGER'S OFFICE		
• BUSINESS CENTER		
• STO. / JAN.		
• UNDER KITCHEN (2)		
#1 (1,880 SF):		
• 65 SF LAUNDRY ROOMS		
• 240 4TH FLOORS		
PROPOSED TRANSFORMER LOCATIONS		
PROPOSED ELECTRICAL METERS LOCATION		
MAXIMUM PROPOSED INTENSITY FOR NONRESIDENTIAL LAND USE:		
63,520 SF GROSS / 2,940 NONRESIDENTIAL SF X 100% = 21.6%		
22% OF THE TOTAL SF IS NONRESIDENTIAL LAND USE (FLOOR AREA RATIO)		
PARKING CALCULATIONS		
1.5 P.S. X 1 BEDROOM	COMMERCIAL	
2 P.S. X 2 BEDROOMS		
10 1B0 UNITS X 1.5 P.S. = 80 P.S.	80 SF / 700	80 SF / 700
20 2B0 UNITS X 2 P.S. = 40 P.S.	160 P.S.	MAX 4 P.S.
150 P.S.	3 P.S.	
PROVIDED = 67 P.S.	MIN. REQ. = 133 P.S.	
86 P.S. SHORT		
BIKE RACK CALCULATIONS		
REQUIRED 11 BIKE PARKING SPACE / PROVIDED 11 BIKE PARKING SPACES		
LANDSCAPE CALCULATIONS		
LANDSCAPE AREA REQUIRED: 51,750' - 15' = 7,770 SQ. FT.		
10' AL. LANDSCAPE AREA PROPOSED IN LANDSCAPE AREA: 10,143 SQ. FT.		
LANDSCAPE UNITS REQUIRED: 7,770 SQ. FT. / 1,000 = 7.77 - 8 UNIT		
PARKING CANOPY TREES: 67 SPACES / 12 = 5.58 - 6 TRUNK CANOPY TREES (CT)		
FRONTAGE TREES: 960' / 32 = 30 TRUNK TREES (TT)		
STREET TREES: 455' / 10 = 45 STREET TREES (ST)		
PROJECT TREES		
FRONTAGE TREES	8	8
PARKING CANOPY TREES	15	33
STREET TREES	7	8
5 GALLON PLANTS	16	17
	360	360

Master Zoning Plan



Elevations

Parking Study



7.2 12-HOURS/1-DAY COUNT

Another count was prepared on Tuesday 2-9-2021. The results were tabulated as follows:

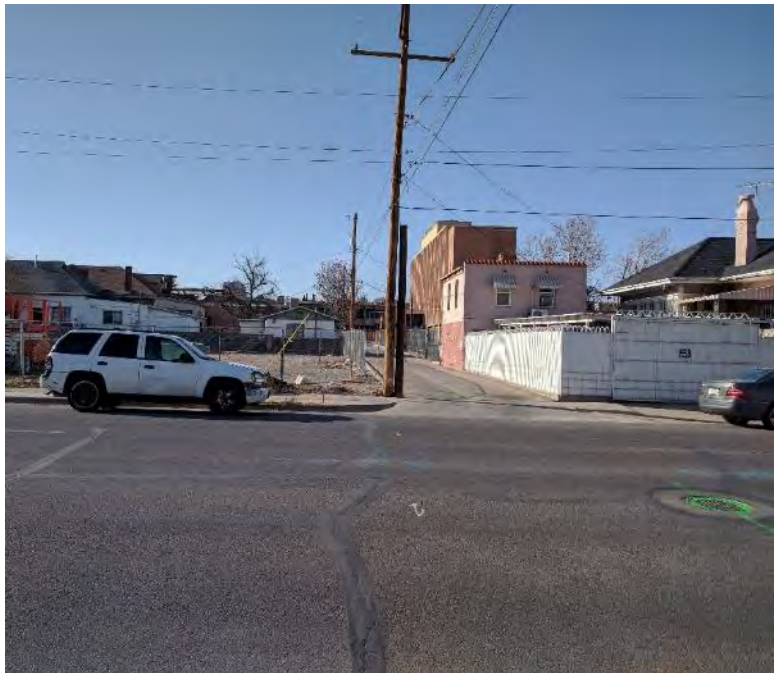
		NUMBER OF VACANT PARKING SPACES				
DESCRIPTION		CAMPBELL	MONTANA	KANSAS	RIO GRANDE	TOTAL
DAY	TIME					
TUESDAY	7:00 AM	62	0	15	48	125
	8:00 AM	58	0	12	38	108
	9:00 AM	58	0	10	29	97
	10:00 AM	57	0	11	30	98
	11:00 AM	57	0	12	29	98
	12:00 PM	56	0	15	28	99
	1:00 PM	58	0	10	29	97
	2:00 PM	57	0	11	30	98
	3:00 PM	60	0	9	28	97
	4:00 PM	58	0	9	27	94
	5:00 PM	59	0	10	38	107
	6:00 PM	59	0	12	41	112
	7:00 PM	59	0	15	42	116

Table 2: 12-HOURS/1-DAY PARKING COUNT



Subject Property

Surrounding Development



N



E

S



W

Case History

Original Proposal	Revised Proposal
7 Buildings (Garage on Separate Property)	5 Buildings and Surface Parking
136 Housing Units	80 Housing Units
224 Parking Spaces Required	133 Parking Spaces Required
89 Parking Spaces Provided (Garage on Separate Property)	67 Parking Spaces Provided (Surface Parking)
100% Parking Reduction (224 Spaces) (135 Spaces with 89 on Garage)	50% Parking Reduction (66 Spaces)

Public Input

- Notices were mailed to property owners within 300 feet on September 24, 2021.
- The Planning Division has received 3 letters in support to both the rezoning and special permit requests.





Mission

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



Vision

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



Values

Integrity, Respect, Excellence, Accountability, People



Legislation Text

File #: 21-1333, **Version:** 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

Discussion and action that the Mayor and City Council be authorized to sign a Letter of Commitment and Support between the City of El Paso, Texas, a Texas Home Rule Municipal Corporation, and the National League of Cities, a Washington D.C. nonprofit organization, to participate in the 2021-2022 City Innovation Ecosystems Program.

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

AGENDA DATE: 11/23/2021

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Mirella Craigo, (915) 212-1617

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: 1. Cultivate an environment conducive to strong, sustainable economic development

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

SUBJECT:

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

That the Mayor and City Council be authorized to sign a Letter of Commitment and Support between the City of El Paso, Texas, a Texas home rule municipal corporation, and the National League of Cities, a Washington D.C. nonprofit organization, to participate in the 2021-2022 City Innovation Ecosystems Program.

BACKGROUND / DISCUSSION:

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

On October 4, 2021, the National League of Cities invited the City of El Paso to participate in its City Innovation Ecosystems Program. The National League of Cities is a Washington D.C. based nonprofit organization and the City Innovation Ecosystems Program is designed to galvanize cities to select a commitment that will drive racially and geographically inclusive economic development. Through this program the City of El Paso will commit itself to participate in quarterly coaching calls and surveys with NLC Program Experts, as well as quarterly calls with other participating cities in the United States to share and learn best practices.

Additionally, the City of El Paso will conduct a landscape analysis of local ecosystem resources and presentation by April 2022, and implement a formal relationship with a Community Development Financial Institution ("CDFI") and reform a policy or practice, which result in local businesses securing CDFI financing by August 2022. This initiative would advance equal access to capital for underrepresented entrepreneurs and builds on existing City efforts to assist small businesses recover from the pandemic through increased access to capital.

Upon completion of the commitment-specific initiating activity, commitment-specific output, and Request for Information ("RFI"), the City of El Paso would be eligible to apply for \$15,000 in implementation funding in April 2022. No match is required.

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: Economic & International Development

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Elizabeth Triggs, Interim Director

Elizabeth Triggs

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

RESOLUTION

WHEREAS, the City of El Paso is committed to implementing equitable policies, programs, and practices to support entrepreneurship-led economic growth in our community; and

WHEREAS, the City Innovation Ecosystems Program aims to promote equitable economic growth in cities by facilitating the adoption of inclusive and entrepreneurship led policies, programs, and practices; and

WHEREAS, the City is committing to participate in quarterly coaching calls and surveys with NLC Program Experts, quarterly calls with other participating cities in the United States, conduct a landscape analysis of local ecosystem resources and presentation by April 2022, and implement a formal relationship with a Community Development Financial Institution (“CDFI”) and reform a policy or practice that results in local businesses securing CDFI financing by August 2022; and

WHEREAS, upon completion of the commitment-specific initiating activity, commitment-specific output, and Request for Information (“RFI”), the City is eligible to apply for \$15,000 in implementation funding in April 2022; and

WHEREAS, the City shall formally announce its commitment at the National League of Cities’ virtual City Summit Conference on November 17, 2021.

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

That the Mayor and City Council be authorized to sign a Letter of Commitment and Support between the City of El Paso, Texas, a Texas home rule municipal corporation, and the National League of Cities, a Washington D.C. nonprofit organization, to participate in the 2021- 2022 City Innovation Ecosystems program.

PASSED and APPROVED this _____ day of _____, 2021.

(Signatures continue on following page)


CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

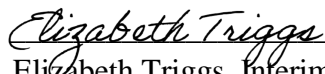
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Frances E. Engelbaum
Assistant City Attorney

APPROVED AS TO CONTENT:



Elizabeth Triggs, Interim Director
Economic & International Development

CITY OF EL PASO – LETTER OF COMMITMENT SUPPORT

DATE:

TO: Clarence Anthony, NLC President & CEO

FROM: Oscar Leeser, Mayor, El Paso, TX

SUBJECT: Commitment to participate in the City Innovation Ecosystems program

Dear Mr. Anthony,

It is with great enthusiasm that I offer my full support for the inclusion of the City of El Paso as a participant in the City Innovation Ecosystems (CIE) program at the National League of Cities. Through our participation, we are committing ourselves to building a formal relationship with a Community Development Financial Institution (CDFI) to finance local businesses.

I, or a designee, commit to formally announcing the city's commitment at NLC's virtual City Summit Conference on November 17th.

Our city commits to active participation in the 2021-22 CIE program, including the following activities:

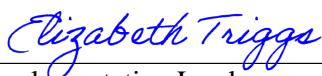
- Working towards the desired outputs and outcomes of this commitment.
 - **Output:** By April 2022, the City will identify 10 or more businesses that would benefit by CDFI financing and connect them to CDFIs for possible financing.
 - **Outcome:** By August 2022, at least 3 small business owners will secure CDFI financing as a direct result of your program participation.
- Engaging in quarterly calls with other cities participating in this cohort to share progress updates and lessons learned.
- Completing quarterly surveys and keeping NLC staff informed of progress.

Specifically, we have identified Elizabeth Triggs, Interim Director of Economic Development within the City of El Paso, as the individual best suited to carry out the implementation of the City's commitment.

Through its participation in the CIE program, the City of El Paso is committed to implementing equitable policies, programs, and practices to support entrepreneurship-led economic growth in our community. We look forward to leveraging the information, resources, made available by the National League of Cities to do so.

Sincerely,

Oscar Leeser
Mayor
City of El Paso



Implementation Lead
Elizabeth Triggs
Interim Director of Economic Development
City of El Paso

Date

11/16/2021
Date

CITY COUNCIL

Peter Svarzbein
District 1

Date

Alexsandra Anello
District 2

Date

Cassandra Hernandez
District 3

Date

Joe Molinar
District 4

Date

Isabel Salcido
District 5

Date

Claudia L. Rodriguez
District 6

Date

Henry Rivera
District 7

Date

Cissy Lizarraga
District 8

Date

CITY INNOVATION ECOSYSTEMS PROGRAM COMMITMENT

NATIONAL LEAGUE OF CITIES

Agenda Item #41

Economic & International Development Department

November 23, 2021

Strategic Goal 1

Cultivate an Environment Conducive to Strong, Sustainable Economic Development

- ❖ 1.1 Stabilize and expand El Paso's tax base
 - ❖ Assisting entrepreneurs and small business owners gain access to capital



Discussion & Action Item

A resolution to provide a Letter of Commitment and Support to the National League of Cities for the City's participation in the 2021-2022 City Innovation Ecosystems program.

Background

- ❖ The **National League of Cities (NLC)**, a Washington D.C. based nonprofit organization, has invited the **City of El Paso** to participate in its **City Innovation Ecosystems (CIE) Program**.
- ❖ CIE aims to **promote equitable economic growth** in cities by facilitating the adoption of **inclusive and entrepreneurship led policies, programs, and practices**.

Background

- ❖ **Objective #1:** Incentivize the adoption of policies, programs, and practices that increase economic opportunity for Black, Indigenous, Hispanic, and People of Color, and women and non-binary people.
- ❖ **Objective #2:** Connect city leaders to the resources, partners and information that help them implement policies, programs, and practices that enable inclusive economic development.

Background

- ❖ The City Innovation Ecosystems program provided each prospective city with a list of 12 commitments and place-appropriate strategies to choose from.
- ❖ The City of El Paso chose “**Working with CDFIs: Connecting entrepreneurs and small business owners with CDFI financing,**” to build resiliency within our small business community and strengthen the city’s accessibility to flexible and affordable financing options.

What are CDFIs?

Community Development Financial Institutions (CDFIs) are specialized **community based financial institutions** with a primary mission to **expand economic opportunity** by providing access to financial products and services to people and communities **underserved by traditional financial institutions**, particularly in low income communities.



CDFI Lending Impact

From Two CDFIs in El Paso



FY 2020

Total Funds Provided: **\$3.2M**

Total Loans Provided: **169**

Average Loan Amount: **\$19,100**

Jobs Created + Retained: **858**



FY 2020

Total Funds Provided: **\$995k**

Total Loans Provided: **87**

Average Loan Amount: **\$23,225***

Jobs Retained: **55**

*weighted average of PPP and non-PPP loans

CDFI Lending Impact

From Two CDFIs in El Paso



CARES ACT FUND

- ❖ \$10.5 Million Small Business Grants

IMPACT FUND

- ❖ \$600,000 invested into the Dream Makers Fund. This fund is available for new and existing small businesses for loans up to \$25,000.



CARES ACT FUND

- ❖ \$4 Million Small Business Grants

Program Commitments

1.

Activity

Participate in **quarterly coaching calls and surveys** with CDFI Friendly America and other participating cities in the United States.

2.

Output

Build a formal relationship with one or more Community Development Financial Institutions (CDFIs) and **identify 10+ businesses** that would benefit from CDFI financing by **April 2022**.

3.

Outcome

Develop or reform a process, policy, or practice that results in **3+ local businesses** securing CDFI financing as a direct result of the City's program participation by **August 2022**.

Opportunity for Funding

- ❖ Upon completion of the commitment-specific initiating activity, commitment-specific output, and Request for Information (“RFI”), the City of El Paso would be **eligible to apply for \$15,000** in implementation funding in April 2022.
- ❖ No financial commitment required from the City



Thank You.





Legislation Text

File #: 21-1331, 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 surveying services on a task basis by and between the City of El Paso and each of the following four (4) consultants:

1. Brock & Bustillos, Inc.
2. Cobb, Fendley & Associates, Inc.
3. Frank X. Spencer & Associates, Inc.
4. GRV Integrated Engineering Solutions, LLC

Each On Call Agreement will be for an amount not to exceed Three Hundred Thousand and No/00 Dollars (\$300,000.00), 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 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: November 23, 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

SUBJECT:

That the City Manager be authorized to sign a two year On-Call Agreement for Professional Services to perform surveying services on a task basis by and between the City of El Paso and each of the following four (4) consultants:

1. Brock & Bustillos, Inc.
2. Cobb, Fendley & Associates, Inc.
3. Frank X. Spencer & Associates, Inc.
4. GRV Integrated Engineering Solutions, LLC

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BACKGROUND / DISCUSSION:

The on call agreement for professional services to perform surveying 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 agreements for on call surveying services on July 25, 2017 and again on August 20, 2019; the 2019 agreement expired on August 19, 2021. The new agreements will be for a two year term for an amount not to exceed \$300,000 each agreement, with the authorization to increase contract capacity up to \$100,000 for each contract granted to the City Engineer.

PRIOR COUNCIL ACTION:

July 25, 2017 and September 17, 2019 – City Council approved a two year on call agreements for professional services to perform surveying services on a task-by-task basis.

AMOUNT AND SOURCE OF FUNDING:

Environmental; Services Division Enterprise funds

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Capital Improvement Department

SECONDARY DEPARTMENT: Environmental Services

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

DEPARTMENT HEAD:

Jerry DeMuro/for

X

Sam Rodriguez, P.E., City Engineer

RESOLUTION

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

That the City Manager be authorized to sign a two year On-Call Agreement for Professional Services to perform surveying services on a task order basis by and between the by City of El Paso and each of the following four (4) consultants:

1. Brock & Bustillos, Inc.
2. Cobb, Fendley & Associates, Inc.
3. Frank X. Spencer & Associates, Inc.
4. GRV Integrated Engineering

Each On-Call Agreement will be for an amount not to exceed Three Hundred Thousand and No/00 Dollars (\$300,000.00), 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 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.

(Signatures on the following page)

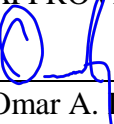
CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

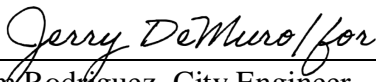
Laura Prine
City Clerk

APPROVED AS TO FORM:



Omar A. De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:



Sara 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# 2021-1344R
ON CALL PROFESSIONAL SERVICES - SURVEYING

	AG3	BROCK & BUSTILLOS	COBB FENDLEY	CONDE	FXSA	GRV	HUITT ZOLLARS	SLI ENGINEERING
Rater #1	78	76	81	66	78	74	71	73
Rater #2	65	64	92	57	77	95	69	61
Rater #3	79	76	83	78	82	82	75	80
Rater #4	72	93	95	82	94	86	84	92
Rater #5	77	92	94	88	95	93	89	93
Total Score	371	401	445	371	426	430	388	399

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**ON-CALL
AGREEMENT FOR
PROFESSIONAL SERVICES**

This Agreement is made this ____ day of _____, 2021 by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and **COBB, FENDLEY & ASSOCIATES, INC.**, a Texas Corporation, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional surveying services on a task order 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 (“**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 **THREE HUNDRED THOUSAND AND NO/00 DOLLARS (\$300,000.00)** 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 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 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: Cobb, Fendley, & Associates, Inc.
Attn: Sean Wolfe
11427 Rojas Dr. Ste. B.
El Paso, TX 79936

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.

7.14 TEXAS GOVERNMENT CODE. In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive


that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

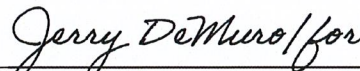
Tomás González
City Manager

APPROVED AS TO FORM:



Omar A. De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:



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:
COBB. FENDLEY, & ASSOCIATES
INC.

Sean Wolfe

By: Sean Wolfe
Title: Vice President

(Acknowledgment)

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 11th day of November, 2021,
by Enter Name, as title of Enter name of Company/Entity.

Kemberly D. Henneke
Notary Public, State of Texas

My commission expires:

July 16, 2022



**ATTACHMENT “A”
SCOPE OF SERVICES**

Attachment A

Scope of Work

This contract will be used for miscellaneous assignments on an on call basis. The following services to be contracted include:

- Investigation
- Planning
- Platting
- GIS
- Stakeout of Right-of-way for all utility relocations

Anticipated work products include the following:

- Right-of-way maps
- Boundary surveys
- Legal descriptions
- ALTA surveys
- Topographic elevations
- Temporary benchmarks
- Metes and bounds
- Install/certify City monuments
- Improvement surveys
- Utility easements
- Electronic digital data contained on CD or DVD shall be readable by and compatible with the Capital Improvement Department's AutoCAD platform and shall include, at the minimum, coordinate information and drawings.
- Hard copy which shall include original field books and drawings (specified to scale)
- Standards

All survey work shall meet or exceed the standards of practice set forth by the Texas Board of Professional Land Surveying in the General Rules of Procedures and Practices. More stringent standards may be set by the Capital Improvement Department at the time of assignment of a project.

Types of surveys required, but not limited to:

- Setting of aerial targets with the establishment of Texas State Plane Coordinates, Central Zone
- Boundary including the writing of legal descriptions
- Topographic
- Construction
- Field check and as-built plans

ATTACHMENT “B”
CONSULTANT’S FEE PROPOSAL AND HOURLY RATES



2021 Standard Rate Schedule

Senior Engineer V or Principal	\$250.00/HR
Senior Engineer II or Project Manager III	\$227.00/HR
Senior Engineer I or Project Manager II	\$201.00/HR
Senior Technician I (GIS, Telecom, Utility, CAD, Field).....	\$129.00/HR
Technician III (GIS, Telecom, Utility, CAD, Field).....	\$103.00/HR
Technician II (GIS, Telecom, Utility, CAD, Field).....	\$84.00/HR
Technician I (GIS, Telecom, Utility, CAD, Field).....	\$62.00/HR
Licensed State Land Surveyor	\$215.00/HR
Registered Professional Land Surveyor	\$175.00/HR
4 Person Survey Crew	\$196.00/HR
3 Person Survey Crew	\$175.00/HR
2 Person Survey Crew	\$149.00/HR
1 Person Survey Crew	\$108.00/HR
Construction Manager III.....	\$288.00/HR
Construction Manager II.....	\$237.00/HR
Construction Manager I.....	\$191.00/HR
Construction Observer I	\$113.00/HR
Sr. Right-of-Way Agent I or ROW Project Manager I.....	\$180.00/HR
Right-of-Way Agent I.....	\$110.00/HR
Clerical.....	\$70.00/HR
Field Data Device	\$40.00/HR/unit

*General Administrative Overhead Multiplier is 1.72
*Profit Markup is 15%

NOTE:

These rates, OH, and PM have been approved by the City of El Paso, reference On-Call Agreement for Professional Services.

A typical breakdown for one of our commonly used Staff Categories is as follows:

	Hourly Base Rate	Hourly Base Rate w/Overhead	Contract Rate Includes Labor O/H & Profit
STAFF CATEGORY			
Project Manager I	\$55.95	\$152.17	\$175.00
		Contract rates include labor, overhead and profit.	
Overhead Rate	172.00%		
Profit Rate	15.00%		

(Continued)

SUBSURFACE UTILITY ENGINEERING

Two-Man Designating Crew (4-Hour Minimum)	\$175/HR
One-Man Designating Crew (4-Hour Minimum)	\$113/HR
Vacuum Excavation Truck with 2 Technicians (Vac 6000) (4-Hour Minimum).....	\$325/HR
Vacuum Excavation Truck with 2 Technicians (Vac 3000 & 4000) (4-Hour Minimum).....	\$304/HR
Ground Penetrating Radar with 1 Technician (4-Hour Minimum)	\$268/HR
Traffic Control Officer.....	@ Cost + 10%
Traffic Control (Lane Closures, etc.)	To Be Negotiated
Permits (Local, State, etc.).....	@ Cost + 10%
Designation, Location & Traffic Control Vehicles.....	\$6.50/Mile

REIMBURSABLE EXPENSES

Consultant or Specialty Contractor (Outside Firm)	@ Cost + 10%
Courier, Special Equipment Rental	@ Cost + 10%
Reasonable Out of Town Travel Expenses (Air, Hotel, Rental, etc.)	@ Cost
Mileage (Standard Car or Truck).....	IRS Approved Rate
Per Diem for Out of Town Travel (Per Day/Person)	GSA Standard Rate/Day
Title Plant Charges	@ Cost + 10%
Other Misc. Expenses Related to the Project.....	@ Cost + 10%
In-House Reproduction:	
➤ Copies (Up to 11" x 17").....	\$0.15/Each
➤ Color Prints (Up to 11" x 17")	\$1.50/Each
➤ Color Prints (Larger than 11" x 17")	\$3.00/Sq. Ft.
➤ Bluelines (All Sizes).....	\$1.00/Each
➤ Bond Prints (All Sizes)	\$2.00/Each
➤ Mylar Prints	\$12.00/Each
➤ Vellum Prints	\$9.00/Each

**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.

**ATTACHMENT “C”
CONSULTANT’S BASIC AND 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

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

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

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

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

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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,

**ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES**

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

**ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES**

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”
Insurance

Client#: 153896

COBBFEND

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

4/07/2021

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 USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 713 490-4600	CONTACT NAME: Shelly Brandman/Michelle Weweh	
	PHONE (A/C, No, Ext): 713 490-4600	FAX (A/C, No):
	E-MAIL ADDRESS: shelly.brandman@usi.com	
INSURED Cobb, Fendley & Associates, Inc. 13430 Northwest Frwy, Suite 1100 Houston, TX 77040	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Valley Forge Insurance Company	NAIC # 20508
	INSURER B : Travelers Property Cas. Co. of America	25674
	INSURER C : Berkley Insurance Company	32603
	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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		6072140890	07/10/2020	07/10/2021	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 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		6072140873	07/10/2020	07/10/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000		ZUP21P28800	07/10/2020	07/10/2021	EACH OCCURRENCE \$ 12,000,000 AGGREGATE \$ 12,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		6072140842	07/10/2020	07/10/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability		AEC903777005	07/10/2020	07/10/2021	\$ 5,000,000 per claim \$ 5,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Automobile Liability policies 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.

The General Liability and Automobile Liability policies contain a special endorsement with "Primary and (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

City of El Paso Attn: Rebecca Rodriguez 218 North Campbell, Second Floor El Paso, TX 79901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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ATTACHMENT “F”

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 than 60% of the cost of all components and subcomponents of the “facility”. The required documentation for a type 3 waiver is:

- a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c. Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 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 than 60% of the cost of all components and subcomponents of the “item”. The required documentation for a type 3 waiver is:

- a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c. Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 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. **CLEAN AIR AND WATER POLLUTION CONTROL (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. **CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS** (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. FEDERAL FAIR LABOR STANDARDS ACT (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. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (all AIP-funded projects)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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. TRADE RESTRICTION CLAUSE (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. TEXTING WHEN DRIVING (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)
)
COUNTY OF EL PASO)

ON-CALL
AGREEMENT FOR
PROFESSIONAL SERVICES

This Agreement is made this ____ day of _____, 2021 by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and **BROCK & BUSTILLOS, INC.**, a Texas Corporation, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional surveying services on a task order 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 (“**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 **THREE HUNDRED THOUSAND AND NO/00 DOLLARS (\$300,000.00)** 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 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 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, defend 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
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With a Copy to:	The City of El Paso Attn: City Engineer P.O. Box 1890 El Paso, Texas 79950-1890
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To the Consultant:	Brock & Bustillos, Inc. Attn: Roman Bustillos 417 Executive Center Blvd. El Paso, TX 79902
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Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

7.12 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.

7.14 TEXAS GOVERNMENT CODE. In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive


that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

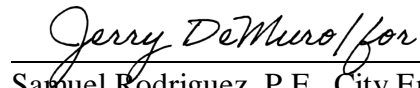
Tomás González
City Manager

APPROVED AS TO FORM:



Omar A. De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:



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

(Acknowledgment)

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

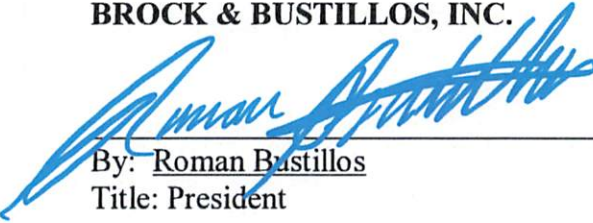
This instrument was acknowledged before me on this ____ day of _____, 2021,
by **Tomás González**, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

(Signatures continue on following page)

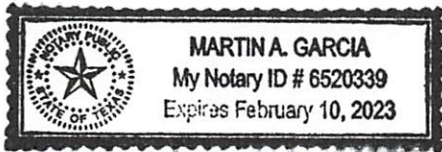
CONSULTANT:
BROCK & BUSTILLOS, INC.


By: Roman Bustillos
Title: President

(Acknowledgment)

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 11th day of November, 2021,
by Enter Name, as title of Enter name of Company/Entity.




Notary Public, State of Texas

My commission expires:

2/10/2023

**ATTACHMENT “A”
SCOPE OF SERVICES**

Attachment A

Scope of Work

This contract will be used for miscellaneous assignments on an on call basis. The following services to be contracted include:

- Investigation
- Planning
- Platting
- GIS
- Stakeout of Right-of-way for all utility relocations

Anticipated work products include the following:

- Right-of-way maps
- Boundary surveys
- Legal descriptions
- ALTA surveys
- Topographic elevations
- Temporary benchmarks
- Metes and bounds
- Install/certify City monuments
- Improvement surveys
- Utility easements
- Electronic digital data contained on CD or DVD shall be readable by and compatible with the Capital Improvement Department's AutoCAD platform and shall include, at the minimum, coordinate information and drawings.
- Hard copy which shall include original field books and drawings (specified to scale)
- Standards

All survey work shall meet or exceed the standards of practice set forth by the Texas Board of Professional Land Surveying in the General Rules of Procedures and Practices. More stringent standards may be set by the Capital Improvement Department at the time of assignment of a project.

Types of surveys required, but not limited to:

- Setting of aerial targets with the establishment of Texas State Plane Coordinates, Central Zone
- Boundary including the writing of legal descriptions
- Topographic
- Construction
- Field check and as-built plans

ATTACHMENT “B”
CONSULTANT’S FEE PROPOSAL AND HOURLY RATES

Brock & Bustillos Inc.

Rates Effective: October 18, 2021

Professional**Hourly
Rate
Schedule**

Senior Survey Manager/R.P.L.S.	\$198.67
Surveyor/R.P.L.S.	\$163.34

Technical

GIS Technician	\$110.37
Senior Surveying Technician	\$124.85
Surveying Technician	\$105.57
Senior Surveying CAD Draftsman	\$93.07
Surveying CAD Draftsman	\$79.46
Surveying CAD Draftsman - Intern	\$53.35

Administrative

Administrative Assistant	\$66.59
Administrative Clerk	\$55.14

Field Survey Crews

One Man Survey Crew (Regular Rate-Party Chief)	\$106.70
Two Man (Regular Rate-Party Chief, Rodman)	\$145.66
Three Man (Regular Rate-Party Chief, Instrumentman, Rodman)	\$198.64
Four Man (Regular Rate-Party Chief, Instrumentman, 2-Rodmen)	\$227.02
Flagger (Regular Rate) *This rate can be added to any of the above crews and is per individual Flagger.	\$44.27

Special Field Survey Crew Equipment

Safety - Traffic Control Plan (Typical)	\$1,600.00	Work Zone
Safety - Traffic Control - Setup & Maintenance (Can be Project Specific)	\$525.00	Day
Mileage - Survey 4X4 Vehicles	\$0.92	Mile
Quad All Terrain Runner Usage	\$131.00	Day
Ranger All Terrain Vehicle Usage	\$131.00	Day
*Surveying Supplies (ie, lathes, stakes, flagging, whisksers, nails, rebar, markers, etc, are to be determined per individual task.)		

Other Direct Costs

Mileage - Personal Owned Vehicles	\$0.580	Mile
Postage - Letter Size	\$0.550	Each
Copies (8.5 X 11) - Bond (B&W)	\$0.20	Each
Copies (8.5 X 11) - Bond (Color)	\$0.50	Each
Copies (11 X 17) - Bond (B&W)	\$0.60	Each
Copies (11 X 17) - Bond (Color)	\$1.00	Each
Copies (18 X 24) - Bond (B&W)	\$3.50	Each
Copies (18 X 24) - Bond (Color)	\$5.50	Each
Copies (24 X 36) - Bond (B&W)	\$7.00	Each
Copies (24 X 36) - Bond (Color)	\$13.00	Each
Copies (30 X 42) - Bond (B&W)	\$9.00	Each
Copies (30 X 42) - Bond (Color)	\$15.00	Each
Copies (36 X 48) - Bond (B&W)	\$16.00	Each
Copies (36 X 48) - Bond (Color)	\$19.00	Each
Copies (8.5 X 11) - Mylars (B&W)	\$2.00	Each
Copies (11 X 17) - Mylars (B&W)	\$4.00	Each
Copies (18 X 24) - Mylars (B&W)	\$6.50	Each
Copies (24 X 36) - Mylars (B&W)	\$11.00	Each
Copies (30 X 42) - Mylars (B&W)	\$15.00	Each
Copies (36 X 48) - Mylars (B&W)	\$15.00	Each
Deliveries	\$40.00	Each

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.

ATTACHMENT “C”

CONSULTANT’S BASIC AND 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

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

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

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

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

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

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

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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,

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

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

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

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”
Insurance

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

11/05/2020

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 USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 713 490-4600		CONTACT NAME: PHONE (A/C, No, Ext): 713 490-4600 FAX (A/C, No): 713-490-4700 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Valley Forge Insurance Company	
		INSURER B : Continental Casualty Company	
		INSURER C : Berkley Insurance Company	
		INSURER D : Depositors Insurance Company	
		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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			B4031426881	11/01/2020	11/01/2021	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ACP7295223443	11/01/2020	11/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10000			B4031427285	11/01/2020	11/01/2021	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Professional Liab Claims Made & Reported Pol			AEC904042103 Retro: 01/01/85	11/01/2020	11/01/2021	\$2,000,000 per claim \$2,000,000 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 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. The General Liability and Auto Liability policy(s) provide a Blanket Waiver of Subrogation when required by written contract, except as prohibited by law. (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

City of El Paso 218 N. Campbell St. El Paso, TX 79901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

RE: Project Name: On Call Professional Services - Surveying.
Additional insured include: Owner.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/18/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 CD Lee Britton Insurance Agency LLC 2244 Trawood # 208 El Paso TX 79935		CONTACT NAME: Lisa Daniels PHONE (A/C, No, Ext): (915)595-3393 FAX (A/C, No): (915)594-0267 E-MAIL ADDRESS: lisa@cdleebritton.com	
INSURED Brock & Bustillos, Inc. 417 Executive Center Blvd. El Paso TX 79902		INSURER(S) AFFORDING COVERAGE INSURER A: Technology Insurance Company Inc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES**CERTIFICATE NUMBER:**20/21 WC ONLY**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 <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	TWC3913373	11/1/2020	11/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: On-Call Professional Services - Surveying

CERTIFICATE HOLDER**CANCELLATION**

City of El Paso 218 N.Campbell St. El Paso, TX 79901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Herb Phifer/LD

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ATTACHMENT “F”

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 than 60% of the cost of all components and subcomponents of the “facility”. The required documentation for a type 3 waiver is:

- a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c. Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

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 than 60% of the cost of all components and subcomponents of the “item”. The required documentation for a type 3 waiver is:

- a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c. Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

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. **CLEAN AIR AND WATER POLLUTION CONTROL** (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. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (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. FEDERAL FAIR LABOR STANDARDS ACT (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. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (all AIP-funded projects)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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. TRADE RESTRICTION CLAUSE (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. TEXTING WHEN DRIVING (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)
)
COUNTY OF EL PASO)

ON-CALL
AGREEMENT FOR
PROFESSIONAL SERVICES

This Agreement is made this 10th day of Nov, 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 **FRANK X. SPENCER & ASSOCIATES INC.** a Texas Corporation, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional surveying services on a task order 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 (“**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 **THREE HUNDRED THOUSAND AND NO/00 DOLLARS (\$300,000.00)** 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 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 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, defend 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: Frank X. Spencer & Associates, Inc.
 Attn: Frank X. Spencer
 1130 Montana Ave.
 El Paso, TX 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.

7.14 TEXAS GOVERNMENT CODE. In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive

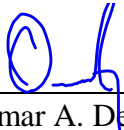
that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

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:



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

(Acknowledgment)

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

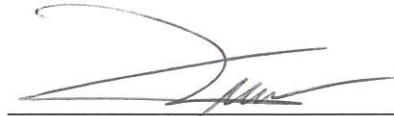
This instrument was acknowledged before me on this ____ day of _____, 2021,
by **Tomás González**, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

(Signatures continue on following page)

CONSULTANT:
FRANK X. SPENCER & ASSOCIATES,
INC.

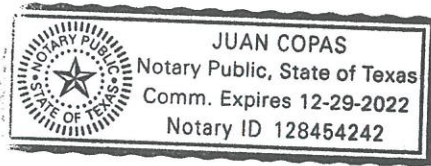


By: Frank X. Spencer
Title: Senior Vice President

(Acknowledgment)

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 10 day of Nov, 2021,
by Frank X. Spencer & Associates, Inc.



Notary Public, State of Texas

My commission expires:

12-29-2022

**ATTACHMENT “A”
SCOPE OF SERVICES**

Attachment A Scope of Work

This contract will be used for miscellaneous assignments on an on call basis. The following services to be contracted include:

- Investigation
- Planning
- Platting
- GIS
- Stakeout of Right-of-way for all utility relocations

Anticipated work products include the following:

- Right-of-way maps
- Boundary surveys
- Legal descriptions
- ALTA surveys
- Topographic elevations
- Temporary benchmarks
- Metes and bounds
- Install/certify City monuments
- Improvement surveys
- Utility easements
- Electronic digital data contained on CD or DVD shall be readable by and compatible with the Capital Improvement Department's AutoCAD platform and shall include, at the minimum, coordinate information and drawings.
- Hard copy which shall include original field books and drawings (specified to scale)
- Standards

All survey work shall meet or exceed the standards of practice set forth by the Texas Board of Professional Land Surveying in the General Rules of Procedures and Practices. More stringent standards may be set by the Capital Improvement Department at the time of assignment of a project.

Types of surveys required, but not limited to:

- Setting of aerial targets with the establishment of Texas State Plane Coordinates, Central Zone
- Boundary including the writing of legal descriptions
- Topographic
- Construction
- Field check and as-built plans

ATTACHMENT “B”
CONSULTANT’S FEE PROPOSAL AND HOURLY RATES

FRANK X SPENCER AND ASSOCIATES INC
SURVEYING
 FIVE YEAR SCHEDULE OF LOADED RATES
 YEAR ENDED DECEMBER 31, 2020

		Hourly Rate (unless noted otherwise)		
<u>Item No.</u>	<u>Direct Labor - Loaded Rates</u>	<u>1st Year</u>	<u>2nd Year</u>	<u>3rd Year</u>
1	Program/Project Manager Sr	\$360.50	\$ 378.53	\$ 397.46
2	Project Manager	\$226.17	\$ 237.48	\$ 249.36
3	Texas Registered Professional Surveyor RPSLS Sr)	\$226.17	\$ 237.48	\$ 249.36
4	Registered Professional Surveyor (PS or PLS)	\$212.14	\$ 222.74	\$ 233.88
5	Survey Party Crew Chief	\$95.26	\$ 100.02	\$ 105.02
6	Survey Technician (office)	\$98.67	\$ 103.60	\$ 108.78
7	Survey Instrument Technician	\$66.95	\$ 70.30	\$ 73.82
8	Survey Rodman/Chairman	\$64.84	\$ 68.08	\$ 71.48
9	CADD Technician, Mid Level	\$98.67	\$ 103.60	\$ 108.78
10	CADD Technician, Jr	\$84.57	\$ 88.80	\$ 93.24
11	Clerical/Administrative	\$54.21	\$ 56.92	\$ 59.77
12	Sr. Subsurface Utility Engineer	\$155.87	\$ 163.66	\$ 171.84
13	Jr. Subsurface Utility Engineer	\$108.76	\$ 114.20	\$ 119.91
14	QA/QC Lead	\$160.10	\$ 168.10	\$ 176.51
15	SUE Field Manager	\$108.76	\$ 114.20	\$ 119.91
16	GIS Analyst Sr	\$95.06	\$ 99.81	\$ 104.80
17	Technical Writer	\$54.21	\$ 56.92	\$ 59.77
18	SUE Designating 1 Man Crew	\$95.85	\$ 100.64	\$ 105.67
19	SUE Designating 2 Man Crew	\$164.92	\$ 173.16	\$ 181.82
20	SUE Location (vacuum excavation) 2 Man Crew	\$153.64	\$ 161.32	\$ 169.39
21	Survey 1 Man Crew	\$98.67	\$ 103.60	\$ 108.78
22	Survey 2 Man Crew	\$167.74	\$ 176.12	\$ 184.93
23	Survey 3 Man Crew	\$229.76	\$ 241.24	\$ 253.30

Overhead Rates

Overhead on Direct Labor (%)	26.58%
G& A Ovh (%)	129.70%

Other Direct Costs (ODCs)

148	GPS Receiver - Per Crew/Per Hour	\$ 14.43	\$ 15.01	\$ 15.61
153	4WD Pickup/Per Hour	\$ 14.70	\$ 15.29	\$ 15.90
159	Standard Survey Equipment - Per Crew/Per Hour	\$ 9.76	\$ 10.15	\$ 10.56

All travel will be reimbursed at GSA & FTR Rates at applicable burdens.

2nd Year % Increase	5.00%
3rd Year % Increase	5.00%

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.

ATTACHMENT “C”

CONSULTANT'S BASIC AND 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

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

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

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

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

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

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

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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,

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

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

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

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”
Insurance

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/19/2021

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 USI Southwest 7600C No. Capital of TX Hwy., Suite 200 Austin, TX 78731	CONTACT NAME: Debi Wylie PHONE (A/C, No, Ext): 512-651-4159 FAX (A/C, No): 610-537-2782 E-MAIL ADDRESS: debra.wylie@usi.com																					
INSURED Frank X Spencer & Associates, Inc. 1130 Montana El Paso, TX 79902	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td colspan="2">INSURER A : XL Specialty Insurance Company</td><td>37885</td></tr> <tr> <td colspan="2">INSURER B :</td><td></td></tr> <tr> <td colspan="2">INSURER C :</td><td></td></tr> <tr> <td colspan="2">INSURER D :</td><td></td></tr> <tr> <td colspan="2">INSURER E :</td><td></td></tr> <tr> <td colspan="2">INSURER F :</td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : XL Specialty Insurance Company		37885	INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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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 <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC 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 <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab Claims Made & Reported Pol			DPR9983943 Retro:03/01/79	09/29/2021	09/29/2022	\$1,000,000 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)

RE: Contract: City of El Paso On Call Professional Services - Surveying Solicitation #2021-1344R.

CERTIFICATE HOLDER

CANCELLATION

City of El Paso Capital Improvement 218 N. Campbell St., Second Floor El Paso, TX 79901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ATTACHMENT “F”

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 than 60% of the cost of all components and subcomponents of the “facility”. The required documentation for a type 3 waiver is:

- a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c. Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

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 than 60% of the cost of all components and subcomponents of the “item”. The required documentation for a type 3 waiver is:

- a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c. Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

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. **CLEAN AIR AND WATER POLLUTION CONTROL** (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. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (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. FEDERAL FAIR LABOR STANDARDS ACT (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. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (all AIP-funded projects)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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. TRADE RESTRICTION CLAUSE (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. TEXTING WHEN DRIVING (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)
)
COUNTY OF EL PASO)

**ON-CALL
AGREEMENT FOR
PROFESSIONAL SERVICES**

This Agreement is made this ____ day of _____, 2021 by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and **GRV INTEGRATED ENGINEERING SOLUTIONS, LLC.**, a Texas limited liability Corporation, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional surveying services on a task order 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 (“**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 **THREE HUNDRED THOUSAND AND NO/00 DOLLARS (\$300,000.00)** 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 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 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, defend 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
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With a Copy to:	The City of El Paso Attn: City Engineer P.O. Box 1890 El Paso, Texas 79950-1890
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To the Consultant:	GRV Integrated Engineering Solutions, LLC. Attn: Maria G. Robles 11385 James Watt, Ste. B-13 El Paso, TX 79936
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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.

7.14 TEXAS GOVERNMENT CODE. In accordance to Chapter 2274 of the Texas Government Code, as amended from time to time, the Consultant represents and warrants to the Owner the following: (1) the Consultant does not have a practice, policy, guidance, or directive

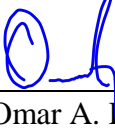
that discriminates against a firearm entity or firearm trade association; and (2) the Consultant will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

WITNESS THE FOLLOWING SIGNATURES AND/OR SEALS:

CITY OF EL PASO:

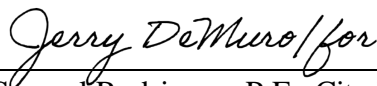
Tomás González
City Manager

APPROVED AS TO FORM:



Omar A. De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:



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:
GRV INTEGRATED ENGINEERING
SOLUTIONS, LLC

Maria G. Robles

By: Maria G. Robles
Title: President

(Acknowledgment)

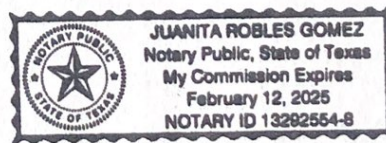
THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 15 day of November, 2021,
by MARIA G. ROBLES, as PRESIDENT of GRV INTEGRATED ENGINEERING SOLUTIONS
LLC..

Juanita Robles Gomez
Notary Public, State of Texas

My commission expires:

Feb. 12, 2025



**ATTACHMENT “A”
SCOPE OF SERVICES**

Attachment A Scope of Work

This contract will be used for miscellaneous assignments on an on call basis. The following services to be contracted include:

- Investigation
- Planning
- Platting
- GIS
- Stakeout of Right-of-way for all utility relocations

Anticipated work products include the following:

- Right-of-way maps
- Boundary surveys
- Legal descriptions
- ALTA surveys
- Topographic elevations
- Temporary benchmarks
- Metes and bounds
- Install/certify City monuments
- Improvement surveys
- Utility easements
- Electronic digital data contained on CD or DVD shall be readable by and compatible with the Capital Improvement Department's AutoCAD platform and shall include, at the minimum, coordinate information and drawings.
- Hard copy which shall include original field books and drawings (specified to scale)
- Standards

All survey work shall meet or exceed the standards of practice set forth by the Texas Board of Professional Land Surveying in the General Rules of Procedures and Practices. More stringent standards may be set by the Capital Improvement Department at the time of assignment of a project.

Types of surveys required, but not limited to:

- Setting of aerial targets with the establishment of Texas State Plane Coordinates, Central Zone
- Boundary including the writing of legal descriptions
- Topographic
- Construction
- Field check and as-built plans

ATTACHMENT “B”
CONSULTANT’S FEE PROPOSAL AND HOURLY RATES

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Provider Firm Name: GRV Integrated Engineering Solutions LLC
Discipline: Professional Surveying Services

Direct Labor				Notes
Labor/Job Classification	Years of Experience	SR-UL	Loaded Rate	
Support Manager	10+	\$ 72.00	\$ 144.29	
RPLS	20+	\$ 70.00	\$ 140.29	
Quality Manager	10+	\$ 70.00	\$ 140.29	
Engineer (Senior)	15+	\$ 65.00	\$ 130.27	
Engineer (Project)	10 to 15	\$ 50.00	\$ 100.20	
Engineer (Design)	5 to 10	\$ 45.00	\$ 90.18	
Surveyor-In-Training		\$ 50.00	\$ 100.20	
Engineer-In-Training II	2 to 5	\$ 32.00	\$ 64.13	
Engineer-In-Training I	0 to 2	\$ 28.00	\$ 56.11	
Engineer Technician - Senior	10+	\$ 31.00	\$ 62.13	
Engineer Technician	2 to 5	\$ 27.00	\$ 54.11	
Engineer Technician - Junior	0 to 1	\$ 22.00	\$ 44.09	
Project Control Specialist		\$ 40.00	\$ 80.16	
Administrative/Clerical		\$ 31.00	\$ 62.13	
O/H			82.19%	
Profit			10.00%	

Survey Crew (1-Person; GPS and Robotic Total Stations incl	hour	hour	100.00
Survey Crew (2-Person; GPS and Robotic Total Stations incl	hour	hour	155.00
Survey Crew (3-Person; GPS and Robotic Total Stations incl	hour	hour	180.00
Survey Crew (4-Person; GPS and Robotic Total Stations incl	hour	hour	210.00

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.

ATTACHMENT “C”

CONSULTANT’S BASIC AND 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

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

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

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

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

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

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

ATTACHMENT "C"
CONSULTANT'S BASIC AND ADDITIONAL SERVICES

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,

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

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

ATTACHMENT “C”
CONSULTANT’S BASIC AND ADDITIONAL SERVICES

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”
Insurance

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/21/2021

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 713 490-4600	CONTACT NAME: PHONE (A/C, No, Ext): 713 490-4600 FAX (A/C, No): 713-490-4700 E-MAIL ADDRESS:														
INSURED GRV Integrated Eng. Solutions, LLC 11385 James Watt Dr., Ste. B-13 El Paso, TX 79936	<table border="1"> <thead> <tr> <th data-bbox="815 426 1437 451">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1437 426 1572 451">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="815 451 1437 478">INSURER A : Sentinel Insurance Company Ltd.</td> <td data-bbox="1437 451 1572 478">11000</td> </tr> <tr> <td data-bbox="815 478 1437 506">INSURER B : Hartford Fire Insurance Company</td> <td data-bbox="1437 478 1572 506">19682</td> </tr> <tr> <td data-bbox="815 506 1437 533">INSURER C : Beazley Insurance Company, Inc.</td> <td data-bbox="1437 506 1572 533">37540</td> </tr> <tr> <td data-bbox="815 533 1437 560">INSURER D : Hartford Accident & Indemnity Company</td> <td data-bbox="1437 533 1572 560">22357</td> </tr> <tr> <td data-bbox="815 560 1437 588">INSURER E :</td> <td data-bbox="1437 560 1572 588"></td> </tr> <tr> <td data-bbox="815 588 1437 615">INSURER F :</td> <td data-bbox="1437 588 1572 615"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Sentinel Insurance Company Ltd.	11000	INSURER B : Hartford Fire Insurance Company	19682	INSURER C : Beazley Insurance Company, Inc.	37540	INSURER D : Hartford Accident & Indemnity Company	22357	INSURER E :		INSURER F :	
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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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			61SBARU2546	01/09/2021	01/09/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			61UECHF5039	01/09/2021	01/09/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$10000			61SBARU2546	01/09/2021	01/09/2022	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	61WBCAJ9180	01/29/2021	01/29/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liab Claims Made & Reported Pol			C2C83C210201 See Above	09/23/2021	09/23/2022	\$2,000,000 per claim \$2,000,000 annl aggr.


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional Liability Retro: 9/23/13 \$1M/\$1M 9/23/20 \$2M/\$2M

The General Liability and Auto Liability policy(s) includes an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured. All policies provide an automatic Waiver of Subrogation when required by written contract. Umbrella follows form. (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of El Paso-Capital Improvement Department 218 N. Campbell El Paso, TX 79901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ATTACHMENT “F”

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 than 60% of the cost of all components and subcomponents of the “facility”. The required documentation for a type 3 waiver is:

- a. Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c. Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

11/12/2021

Date

Maria J. Robles

Signature

GRV Integrated Engineering Solutions LLC

Company Name

President

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 than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a. Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b. Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c. Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 waiver is:

- a. Detailed cost information for total project using US domestic product
- b. Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

11/12/2021

Date

Maria G. Robles

Signature

GRV Integrated Engineering Solutions LLC

Company Name

President

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. **CLEAN AIR AND WATER POLLUTION CONTROL** (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. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS (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. FEDERAL FAIR LABOR STANDARDS ACT (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. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES (all AIP-funded projects)

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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. TRADE RESTRICTION CLAUSE (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. TEXTING WHEN DRIVING (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 Surveying Services

Solicitation No: 2021-1344R

November 23, 2021

Strategic Plan Goal:

No. 7 Enhance and Sustain El Paso's Infrastructure

Contract Details



Location:	City-wide
Contract Value:	\$300,000/contract
Contract Term:	Two years
Funding Source:	Capital plans, bond programs, enterprise funds

Contract Scope

- Perform surveys in accordance with the Texas Board of Professional Land Surveying in the General Rules of Procedures and Practices including but not limited to the following
 - ✓ Setting of aerial targets with the establishment of Texas State Plane Coordinates, Central Zone
 - ✓ Boundary surveys including the writing of legal descriptions
 - ✓ Topographic Surveys
 - ✓ Construction Surveys
 - ✓ Field check surveys and as-built plans



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Procurement Summary

- Request for Qualifications advertised on June 8, 2021
 - ✓ Eight (8) firms submitted Statements of Qualifications, 7/8 are local or have local offices.
- One protest received and denied
- Recommendation
 - ✓ Award contracts to the four highest ranked firms (all local):
 - Cobb, Fendley, & Associates Inc.
 - GRV Integrated Engineering Solutions LLC
 - Brock & Bustillos, Inc.
 - Frank X. Spencer & Associates Inc.



Mission

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



Vision

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



Values

Integrity, Respect, Excellence, Accountability, People



Misión

Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad



Visión

Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño



Valores

Integridad, Respeto, Excelencia, Responsabilidad, Personas



Legislation Text

File #: 21-1327, 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) 212-1653

AGENDA LANGUAGE:

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

Discussion and action on a Resolution to approve a 13th amendment to the City's 2019-2020 (45th Year) Annual Action Plan for the Community Development Block Grant-Coronavirus Phase 3 (CDBG-CVIII) to:

- a. Add \$1,530,181 in CDBG-CVIII funds to supplement the Inspira Hotel Emergency Shelter Project, operated by Endeavors.

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

AGENDA DATE: November 23, 2021

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Nicole Ferrini, Chief Resilience Officer, 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.

Discussion and action on a resolution to approve a 13th amendment to the City's 2019-2020 (45th Year) Annual Action Plan for the Community Development Block Grant-Coronavirus Phase 3 (CDBG-CVIII) to:

- a. Add \$1,530,181 in CDBG-CVIII funds to supplement the Inspira Hotel Emergency Shelter Project, operated by Endeavors.

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 addition of \$1,530,181 in CDBG-CVIII funds for the Inspira Hotel Emergency Shelter Project, will maintain current operations through March 2022. This project is serving as overflow capacity for existing emergency shelters that have reduced capacity due to COVID-19 precautions. This additional funding will allow for operations to continue through winter, harsh-weather months in order to safeguard the health and livelihood of El Paso's most vulnerable households.

A notice was published on the City of El Paso website on Wednesday, November 17, 2021 to begin a 5-day public comment period to allow for feedback regarding these proposed amendments to the 2019-2020 (45th Year) Annual Action Plan. The public comment period will conclude on November 21, 2021. Comments received will be shared with Mayor and Council.

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?

The City received \$7,878,708 in the 3rd allocation of CARES Act CDBG-CV funds (CDBG-CVIII).

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Department of Community + Human Development (DCHD)

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:



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

RESOLUTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, on April 27, 2021, the City amended the Annual Action Plan to add \$100,000 in CDBG-CVIII funds to create a COVID-19 Emergency Shelter Capacity Expansion Project; add \$350,000

in CDBG-CVIII funds to supplement the Transportation for Homeless Individuals and Families Project; and add \$250,000 in CDBG-CVIII funds to create a Case Management for Persons Experiencing Homelessness Project (“Tenth Amendment”); and

WHEREAS, on May 25, 2021, the City amended the Annual Action Action Plan to delete the COVID-19 Emergency Shelter Capacity Expansion Project for the Opportunity Center for the Homeless (\$100,000 CDBG-CVIII); and add \$550,000 in CDBG-CVIII funds to supplement the Inspira Hotel Emergency Shelter Project, operated by Endeavors.

WHEREAS, on September 28, 2021, the City amended the Annual Action Plan to reduce the Homeless Welcome Center Project for the Opportunity Center for the Homeless by no more than \$250,000 in ESG-CVII funds; and add no more than \$250,000 in ESG-CVII funds to supplement the Opportunity Center Shelter and HMIS Support Project, operated by the Opportunity Center for the Homeless.

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

WHEREAS, on September 28, 2021, the City amended the Annual Action Plan to reduce the Homeless Welcome Center Project for the Opportunity Center for the Homeless by no more than \$250,000 in ESG-CVII funds; and add no more than \$250,000 in ESG-CVII funds to supplement the Opportunity Center Shelter and HMIS Support Project, operated by the Opportunity Center for the Homeless.

WHEREAS, November 17, 2021, the City of El Paso posted on its website public notice and allowed a 5-day public comment period regarding the proposed amendment to the 2019-2020 Annual Action Plan and 45th Year CDBG-CVIII Program Budget and City Council has duly considered public comment if any.

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

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

a. Add \$1,530,181 in CDBG-CVIII funds to supplement the Inspira Hotel Emergency Shelter Project, operated by Endeavors.

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

3. That the City Manager, or designee, be authorized to take any actions necessary to accomplish the intent of this resolution upon approval by the City Attorney's Office and Director of Community and Human Development Department.

4. Except as amended in the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment, Ninth Amendment, Tenth Amendment, Eleventh Amendment, Twelfth Amendment, and this Thirteenth Amendment to the 2019-2020 Annual Action Plan and 45th Year CDBG-CVIII Program Budget remains in full force and effect.

APPROVED this _____ day of _____ 2021.

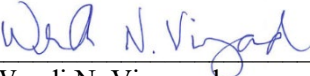
CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

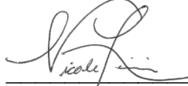
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Nicole Ferrini, Director
Community and Human Development