

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 FOR THE REGULAR COUNCIL MEETING

January 04, 2022

**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: 209-817-15#

Notice is hereby given that a Regular Meeting of the City Council of the City of El Paso will be conducted on January 4, 2022 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: 209-817-15#

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

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

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

Representatives Peter Svarzbein and Isabel Salcido

A quorum of City Council must participate in the meeting.

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

MAYOR'S PROCLAMATIONS

Dr. Martin Luther King, Jr. Day

Elvira Nevarez Remembrance 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 Agenda Review Meeting of December 13, 2021.

[22-01](#)

All Districts

City Clerk's Office, Laura D. Prine, (915) 212-0019

CONSENT AGENDA - REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:

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

CONSENT AGENDA - RESOLUTIONS:

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

3. That the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and INTERTEK-PSI INC., a Delaware USA Foreign For-Profit Corporation, for a project known as

[22-10](#)

“Geotechnical and Materials Testing El Paso International Airport Reconstruction of Taxiways J and K2.” for an amount not to exceed TWO HUNDRED TWENTY FOUR THOUSAND SIX HUNDRED AND SIXTY FOUR AND 95/100 DOLLARS (\$224,664.95); that the City Engineer is authorized to approve additional Basic Services and Reimbursable Expenses for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00); and to approve Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00); if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of Three Hundred Twenty Four Thousand Six Hundred and Sixty Four and 95/100 Dollars (\$324,664.95); and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

All Districts

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

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

4. That the Mayor be authorized to sign an Interlocal Governmental Agreement between the City of El Paso and the County of El Paso/District Attorney, 34th Judicial District of the State of Texas, for services to the City and its Police Department relating to arrests and prosecution of criminal cases in connection with the District Attorney's Information Management System (DIMS) program from January 1, 2022 through August 31, 2022. The CITY shall make monthly payments of NINETEEN THOUSAND EIGHT HUNDRED EIGHTY- EIGHT AND 77/100 (\$19,888.77) to the County for the months that real-time 24-hour screening under the DIMS program is being provided to the City under this agreement.

[22-25](#)

All Districts

Police, Assistant Chief Z. Silva, (915) 212-4306

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

5. That the City of El Paso hereby requests the Sheriff of El Paso County to sell, in accordance with Section 34.05 subsections (c) and (d) of the Texas Property Tax Code, the following described parcel:
 1. Lot 2, Block 84, Cielo Vista Park, Unit "A", an addition to the City of El Paso, El Paso County, Texas, according to the map or plat thereof, recorded in Volume 21, Page 5, Map Records of El Paso County, Texas.

[22-02](#)

All Districts

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

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

6. That the City Manager, or designee, be authorized to sign an Underground Electrical Easement, granting an easement to the El Paso Electric Company to provide electrical power to property located between Global Reach Dr. and George Perry Boulevard, legally described as 0.196-acre parcel of land more or less being a portion of Lot 1, Block 1, Butterfield Trail Aviation Park Unit One, (File Clerk's No. 98063155, Plats Records, El Paso County, Texas) City of El Paso, El Paso County, Texas. [22-08](#)

District 3

Airport, Sam Rodriguez, (915) 212-7300

7. That the City Council approves a Change Order to the Montana Corridor RTS project, Contract No. 2018-836 with Venegas Engineering Management and Construction, Inc., in the amount of ONE HUNDRED THIRTY THREE THOUSAND ONE HUNDRED FIFTY FIVE AND 22/100 DOLLARS (\$133,155.22) for the additional cost related to the additional wiring with an increased gauge and additional conduit required to account for relocated electrical services. This notice provides for the additional scope of work, which allows for additional capacity to the awarded contract. The new contract sum, including this change order notice is Twenty Million Forty Six Thousand One Hundred Seven and 45/100 Dollars (\$20,046,107.45). The City Manager is authorized to establish the funding sources and make any necessary budget transfers. [22-17](#)

Districts 2, 3, and 5

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

CONSENT AGENDA - BOARD RE-APPOINTMENTS:

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

8. Isabel Salcido to the City of El Paso Employees Retirement Trust Board of Trustees by Mayor Oscar Leeser. [22-31](#)
Members of the City Council, Mayor Oscar Leeser, (915) 212-0021

CONSENT AGENDA - BOARD APPOINTMENTS:

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

9. Pamela Prieto Montoya to the Museums and Cultural Affairs Advisory Board by Representative Joe Molinar, District 4. [22-07](#)
Members of the City Council, Representative Joe Molinar, (915) 212-0004
10. Benjamin Avalos to the Parks and Recreation Advisory Board by Representative Joe Molinar, District 4. [22-13](#)
Members of the City Council, Representative Joe Molinar, (915) 212-0004

11. Christopher Hartnett Olivares to the Museums and Cultural Affairs Advisory Board by Mayor Oscar Leaser. [22-34](#)
Members of the City Council, Mayor Oscar Leaser, (915) 212-0021

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

12. Joe Molinar to the City of El Paso Employees Retirement Trust Board of Trustees by Mayor Oscar Leaser. [22-30](#)
Members of the City Council, Mayor Oscar Leaser, (915) 212-0021

CONSENT AGENDA - APPLICATIONS FOR TAX REFUNDS:

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

13. Tax Refund to TK Elevator Corporation, in the amount of \$3,996.77 for an overpayment made on November 16, 2021 of 2021 taxes. (Geo. # 0242-999-3003-0000) [22-03](#)

This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments greater than \$2,500.00.

All Districts

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

REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL

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

14. Discussion and action on a Resolution formally commending and congratulating Ysleta High School on winning the Bi-District Playoff Round and advancing to the 5A Region 1 Area Championship. [22-11](#)

Districts 7 and 6

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

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

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

15. Discussion and action on a plan to secure Union Plaza area during winter months from winter weather and potential fire damage. [22-05](#)

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

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

REGULAR AGENDA - OPERATIONAL FOCUS UPDATES

Goal 3: Promote the Visual Image of El Paso

16. Discussion on the development and timeline of a bond program in alignment with the implementation of the City's Strategic Plan. [22-19](#)

All Districts

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

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

17. Strategic Communications Update and City TV. [22-14](#)

All Districts

Communications and Public Affairs, Laura Cruz-Acosta, (915) 212-0033

18. Presentation and discussion by the COVID-19 Response and Recovery Cross-Functional Team providing information on key activities, efforts, and processes. [22-21](#)

1. Overview (Tommy Gonzalez)
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 and Statewide Mask Mandate Litigation
 - d) Additional Updates

3. City Manager Wrap-up (Tommy Gonzalez)

All Districts

City Manager's Office, Cary Westin, (915) 212-1063

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

19. Budget Update. [22-06](#)

All Districts

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

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

20. Quarterly presentation to the City Council on El Paso Water utility matters. [22-12](#)

All Districts

REGULAR AGENDA - EMERGENCY ORDINANCES:

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

21. Discussion and action on an Emergency Ordinance re-enacting Emergency Ordinance No. 019035 extending a Disaster Declaration due to a Public Health Emergency. **22-15**

All Districts

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

22. Discussion and action on 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. **22-16**

All Districts

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

23. Discussion and action on 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. **22-23**

All Districts

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

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: 209-817-15#

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 Thursday, 7:00 a.m. to 6:00 p.m.

Goal 3: Promote the Visual Image of El Paso

24. An Ordinance amending Title 15 (Public Services), Chapter 15.08 (Street Rentals), Section 15.08.150 (Shared Mobility Devices), to update permit term and renewal requirements.

[22-24](#)

All Districts

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

Planning and Inspections, Kevin Smith, (915) 212-1566

PUBLIC HEARING WILL BE HELD ON JANUARY 19, 2022

Goal 8: Nurture and Promote a Healthy, Sustainable Community

25. An Ordinance Amending Title 7 (Animals), Chapter 7.04 (Definitions And Administration), Section 7.04.010 (Definitions) to add Inclement Weather to the Definitions; Chapter 7.08 (Animals Generally), Section 7.08.050 (Standards For Animal Care) to add Inclement Weather Conditions to Unlawful Restraint Of A Dog; Chapter 7.12 (Dogs And Cats), Section 7.12.020 (Registration, Vaccination, and Microchips Required) to allow Veterinarians to exchange or return up to 100, unused, expired from the previous year Tags for current year tags; Chapter 7.15 (Grooming Services), Section 7.15.030 (Groomer License Application) to clarify the Contents of the Groomer's Application; Chapter 7.15, Section 7.15.070 (Denial) to Amend Conviction Timeframe Ineligibility; Chapter 7.15 (Grooming Services), Section 7.15.080 (Groomer License Suspension Or Revocation) to clarify the type of Investigation and Corrective Action Timeframe; Chapter 7.15, Section 7.15.090 (Shop Registration Required) to Clarify the type of Background Check required and allowing documents relevant to Application, Background Check, and Supporting Documents be available for Inspection; Chapter 7.15 (Grooming Services), Section 7.15.100 (Shop Registration Application) to Clarify the Issuance of Shop Registration Requirements; Chapter 7.15, Section 7.15.140 (Denial) to Clarify Denial Reasons for Permit Application; Chapter 7.28 (Animal Shelter Advisory Committee), Section 7.28.050 (Quorum And Procedures) to Amend Department; the Penalty as Provided in Section 7.04.080 of The El Paso City Code.

[22-29](#)

All Districts

Animal Services Department, Ramon Herrera, (915) 212-8742

PUBLIC HEARING WILL BE HELD ON JANUARY 19, 2022

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

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

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

[22-04](#)

Award Summary:

Discussion and action on the award of Solicitation 2022-0156 Motor Oil, Antifreeze, Lubricants, Transmission and Hydraulic Oils & Fluids to MJ Mader Enterprises, Inc. dba Bio Dyne Chemical Co. for a one (1) year initial term estimated amount of \$672,796.50. The award also includes a one (1) year option for an estimated amount of \$672,796.50. The total value of the contract is, including the initial term plus the option for a total of two (2) years, for an estimated amount of \$1,345,593.00. This contract will allow for the continual maintenance and upkeep of City owned vehicles for consistent, safe and efficient operation while maintaining maximum reliability.

Contract Variance:

The difference in price, based on comparison to the previous contract is as follows: An increase of \$329,703.70 for the initial term, which represents a 96.10% increase due to price increases and the additional items.

Department:	Streets and Maintenance
Vendor:	MJ Mader Enterprises, Inc. dba Bio Dyne Chemical Co. El Paso, TX
Item(s):	All Groups
Initial Term:	1 year
Option to Extend:	1 year
Initial Term Estimated Award:	\$ 672,796.50 (1 year)
Total Estimated Award:	\$1,345,593.00 (2 years)
Account No.:	532 - 3600 - 531240 - 37020 - P3701
Funding Source:	Internal Service Fund
District(s):	All

This is a Low Bid, unit price contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to MJ Mader Enterprises, Inc. dba Bio Dyne Chemical Co., the lowest responsive, responsible bidder and that C&R Distributing LLC be deemed non-responsive for not providing the manufacturer information within the bid; and L.A. Professional Services, Inc. dba TEXSTAR be deemed non-responsive for not bidding on all the items for Group A and Senergy Petroleum, LLC be deemed non-responsive for not bidding on all the items for Group B.

In accordance with this award, the City Manager or designee is authorized to

exercise future options if needed.

All Districts

Streets and Maintenance, Richard Bristol, (915) 212-7000

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1218

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

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

27. An Ordinance approving amendment number twenty-one to the project plan and reinvestment zone financing plan for tax increment reinvestment zone (TIRZ) number five, City of El Paso, Texas, to provide funding to the 309 MILLS, LLC improvement project of the property located at 309 Mills Avenue, 79901; subject to the execution of a separate agreement by and between the City of El Paso and the project developer(s); adopting said amendments as required by section 311.011(E) Texas Tax Code. [21-1427](#)

District 8

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

Goal 3: Promote the Visual Image of El Paso

28. An Ordinance changing the zoning of the following real property known as: Parcel 1: a portion of Tracts 4B, 4B1, 5A, 5A1, and 6, Laura E. Mundy Survey 237; Tracts 9B and 9B1, Laura E. Mundy Survey No. 238; and portion of Enchanted Hills Unit Five, City of El Paso, El Paso County, Texas, from R-MU (Residential Mixed Use) to R-5 (Residential) and, Parcel 2: a portion of Tracts 9B, 9B1, and 9B2, Laura E. Mundy Survey No. 238; and portion of Lots 2 thru 5, 9 thru 12, and 21 thru 24, Block 23, Enchanted Hills 5, City of El Paso, El Paso County, Texas, from R-3 (Residential), R-5/sp (Residential/special permit), and R-MU (Residential Mixed Use) to C-2 (Commercial); and, Parcel 3: a portion of Tract 9B2, Laura E. Mundy Survey No. 238, City of El Paso, El Paso County, Texas, from R-3 (Residential) to C-3 (Commercial), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code. [21-1414](#)

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 north of Transmountain Road and east of Interstate 10

Applicant: Conde, Inc., PZRZ21-00024

District 1

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:

- 29.** Discussion and action on a Resolution that the City Manager be authorized to sign the Agreement for Professional Services Construction Management Contract by and between the City of El Paso and Parkhill, Smith and Cooper, Inc. for a project known as "EPIA Reconstruction of Taxiways J & K2", for an amount not to exceed Seven Hundred Twenty Thousand Nine Hundred Sixty-Two and No/100 Dollars (\$720,962.00); and that the City Manager or Designee be authorized to approve up to Fifty Thousand (\$50,000.00) in additional services for a total contract amount not to exceed Seven Hundred Seventy Thousand Nine Hundred Sixty Two and No/00 Dollars (\$770,962.00); and that the City Manager be authorized to establish the funding sources, make any necessary budget transfers, and execute any and all documents necessary for execution of the Agreement. Funding source: FAA Grant and Airport Enterprise.

[22-32](#)

All Districts

Airport, Sam Rodriguez, (915) 212-7301

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

- 30.** Discussion and action on the timeline for the preservation of approximately 1,200 acres of City-owned land located in Northeast El Paso adjacent to the future Police Department and Fire Training facility, including identified funding sources and a timeline for the establishment of a conservation easement on the property.

[22-18](#)

District 4

Economic and International Development, Karina Brascalla, (915) 212-1570
Economic and International Development, Elizabeth Triggs, (915) 212-1619

EXECUTIVE SESSION

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

Representatives Peter Svarzbein and Isabel Salcido

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

Discussion and action on the following:

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

EX1. Application of El Paso Electric Company to revise its Energy Efficiency Cost Recovery Factor (EECRF) and to request to establish revised cost caps, Public Utility Commission of Texas Docket No. 52081; Matter No. 21-1008-172 (551.071) [22-26](#)

City Attorney's Office, Frances Engelbaum, (915) 212-0033

EX2. Application of El Paso Electric Company to Change Rates, Public Utility Commission of Texas Docket No. 52195; Matter No. 21-1008-174 (551.071) [22-27](#)

City Attorney's Office, Francis Engelbaum, (915) 212-0033

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/>



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-01, 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) 212-0019

AGENDA LANGUAGE:

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

Approval of Minutes of the Agenda Review Meeting of December 13, 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
December 13, 2021
9:00 A.M.**

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The City Council met at the above place and date. Meeting was called to order at 9:03 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 Cissy Lizarraga. Henry Rivera at 9:04 a.m. Alexsandra Annello requested to be excused.

The agenda items for the December 13, 2021 Regular City Council and Mass Transit Department Board Meetings were reviewed.

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6. CONSENT AGENDA – RESOLUTIONS

Resolution to approve the submission of a letter of support from the Office of the Mayor for El Paso to host the 2023 Texas Police Athletic Federation Games.

Mayor Leeser commented.

Mr. Ben Fyffe, Managing Director of Museums and Cultural Affairs, commented.

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8. CONSENT AGENDA – RESOLUTIONS

That the City Manager, or designee, be authorized to sign multiple Memorandum of Agreements between the City of El Paso and the United States Section, International Boundary and Water Commission, United States and Mexico, (USIBWC) an independent agency of the United States federal government for the installation and operation of a floodgate systems for the Upper Rio Grande Flood Control Project west and east levees at Country Club Bridge crossing the Rio Grande at Country Club Road and the west and east levees at the Borderland Bridge crossing the Rio Grande at the Borderland Road. Further, the City Manager, or designee, is authorized to exercise all rights and perform all obligations under the agreement. Further, that the City Manager, or designee, is authorized to sign any amendments to the agreements.

Representative Svarzbein questioned the following City staff member:

- Mr. Gerald DeMuro, Capital Improvement Assistant Director

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10. CONSENT AGENDA – RESOLUTIONS

That the City Council approves the appointment of Hector I. Ocaranza, M.D., as the local health authority for a two-year term, pursuant to Section 121.033 of the Texas Health and Safety Code, and delegates the authority to the Director of the Public Health Department to sign the Certificate of Authority for a Health Authority and to the City Manager or designee to execute all related agreements and forms required by the Department of State Health Services of the State of Texas. The health authority shall be compensated \$4,166.67 per month during the term,

except that in the event the World Health Organization declares a pandemic, and the El Paso City/County Emergency Management Plan, Pandemic Incident Annex (“EP-PIA”) and Basic Plan (“Plan”) are activated, compensation shall be set at a rate of \$10,000.00 every two weeks until such time as the EP-PIA and Plan are deactivated.

Mayor Leeser and Representatives Svarzbein, Hernandez, and Lizarraga questioned the following City staff members:

- Ms. Angela Mora
- Mr. Tommy Gonzalez
- Fire Chief Mario D’Agostino

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Items 23 and 24 were taken together

23. REGULAR AGENDA - OPERATIONAL FOCUS UPDATES

Budget Update.

24. REGULAR AGENDA - OPERATIONAL FOCUS UPDATES

Presentation and discussion on a Street Infrastructure Comprehensive Update.

Representative Svarzbein commented.

The following City staff members commented:

- Ms. Nicole Cote, Director, Office of Management and Budget
- Mr. Sam Rodriguez, Chief Operations and Transportation Officer

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26. REGULAR AGENDA - FIRST READING OF ORDINANCES

An Ordinance changing the zoning of the following real property known as: Parcel 1: a portion of Tracts 4B, 4B1, 5A, 5A1, and 6, Laura E. Mundy Survey 237; Tracts 9B and 9B1, Laura E. Mundy Survey No. 238; and portion of Enchanted Hills Unit Five, City of El Paso, El Paso County, Texas, from R-MU (Residential Mixed Use) to R-5 (Residential) and, Parcel 2: a portion of Tracts 9B, 9B1, and 9B2, Laura E. Mundy Survey No. 238; and portion of Lots 2 thru 5, 9 thru 12, and 21 thru 24, Block 23, Enchanted Hills 5, City of El Paso, El Paso County, Texas, from R-3 (Residential), R-5/sp (Residential/special permit), and R-MU (Residential Mixed Use) to C-2 (Commercial); and, Parcel 3: a portion of Tract 9B2, Laura E. Mundy Survey No. 238, City of El Paso, El Paso County, Texas, from R-3 (Residential) to C-3 (Commercial), 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: Generally located north of Transmountain Road and east of Interstate 10
Applicant: Conde, Inc., PZRZ21-00024

Representatives Svarzbein and Salcido questioned the following City staff member:

- Ms. Anne Guayante, Lead Planner
- Ms. Karla Nieman, City Attorney

- Mr. Tommy Gonzalez, City Manager

33. REGULAR AGENDA – OTHER BUSINESS

Discussion and action that the City Manager be authorized to sign a three-year Agreement for Professional Services to perform Traffic Signal Synchronization services City-wide. Services on a task basis by and between the City of El Paso and each of the following consultants:

AECOM Technical Services, Inc.
Walter P. Moore & Associates, Inc.
Kimley Horn, Inc.

Each Agreement will be for an amount not to exceed One Million One Hundred Fifty Thousand No/00 Dollars (\$1,150,000), 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.

Representative Hernandez questioned the following City staff member:

- Mr. Gerald DeMuro, Capital Improvement Assistant Director
- Mr. Sam Rodriguez, City Engineer

EXECUTIVE SESSION ITEMS

Mayor Leaser commented on the items in general since they are typically posted on Monday Work Sessions.

Ms. Karla Nieman, City Attorney, commented.

Motion made by Representative Rivera, seconded by Representative Salcido, and unanimously carried to **ADJOURN** this meeting at 9:35 a.m.

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

NAYS: None

ABSENT: Representative Annello

APPROVED AS TO CONTENT:

Laura D. Prine, City Clerk



Legislation Text

File #: 22-10, 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) 212-1845

AGENDA LANGUAGE:

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

That the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and INTERTEK-PSI INC., a Delaware USA Foreign For-Profit Corporation, for a project known as "GEOTECHNICAL AND MATERIALS TESTING EL PASO INTERNATIONAL AIRPORT RECONSTRUCTION OF TAXIWAYS J AND K2." for an amount not to exceed TWO HUNDRED TWENTY FOUR THOUSAND SIX HUNDRED AND SIXTY FOUR AND 95/100 DOLLARS (\$224,664.95); that the City Engineer is authorized to approve additional Basic Services and Reimbursable Expenses for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00); and to approve Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00); if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of Three Hundred Twenty Four Thousand Six Hundred and Sixty Four and 95/100 Dollars (\$324,664.95); and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

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

AGENDA DATE: January 4, 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

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:

That the City Manager be authorized to sign an Agreement for Professional Services by and between the CITY OF EL PASO and **INTERTEK-PSI INC.**, a Delaware USA Foreign For-Profit Corporation, for a project known as **“GEOTECHNICAL AND MATERIALS TESTING EL PASO INTERNATIONAL AIRPORT RECONSTRUCTION OF TAXIWAYS J AND K2.”** for an amount not to exceed **TWO HUNDRED TWENTY FOUR THOUSAND SIX HUNDRED AND SIXTY FOUR AND 95/100 DOLLARS (\$224,664.95)**; that the City Engineer is authorized to approve additional Basic Services and Reimbursable Expenses for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00); and to approve Additional Services for an amount not to exceed Fifty Thousand and No/100 Dollars (\$50,000.00); if such services are necessary for the proper execution of the project and that the increased amounts are within the appropriate budgets of the project for a total amount of Three Hundred Twenty Four Thousand Six Hundred and Sixty Four and 95/100 Dollars (\$324,664.95); and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

BACKGROUND / DISCUSSION:

The El Paso International Airport is installing pavement improvements that will bring the taxiway geometry at the north cargo buildings into compliance with current Federal Aviation Administration (FAA) design standards. Taxiway K2 will be reconstructed and a new Taxiway J9 will be constructed to replace aging pavement and conform to current FAA requirements.

SELECTION SUMMARY:

Consultant selection was based on qualifications pursuant to the Professional Services Procurement Act, 23 CFR, Part 172, and Subchapter A, Chapter 2254, of the Texas Local Government Code. There were five offerors, all with local offices. The recommendation of staff is to award the contract to the offeror based on best demonstrated understanding of the project and FAA requirements, the experience of the project manager and team, and approach to completing the work.

VARIANCE:

N/A

PROTEST

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$224,664.96

Funding Source: FAA Grant and FAA CARES

Account: G62A204003 - 562-62330/62335-580240-3080/3010

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___ NO

PRIMARY DEPARTMENT: El Paso International Airport

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:

Jerry DeMuro/for

Sam Rodriguez, Chief Operations and Transportation Officer,
Aviation Director and City Engineer

RESOLUTION

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

That the City Manager, or designee, be authorized to sign an Agreement for Professional Services by and between the City of El Paso, and Professional Service Industries, Inc., a Delaware, USA Foreign for Profit Corporation, for a project known as "GEOTECHNICAL AND MATERIALS TESTING FOR TAXIWAY J & K2 RECONSTRUCTION", for an amount not to exceed \$224,664.96.

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 the Agreement for Professional Services. In addition, the City Manager, or designee, is authorized to increase the contract amount up to \$50,000.00 and sign any amendments to the agreement.

APPROVED THIS _____ DAY OF _____ 202_.


CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:

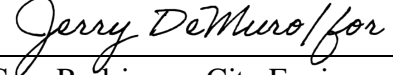
Laura Prine
City Clerk

APPROVED AS TO FORM:



Omar A. De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:



Sam Rodriguez, City Engineer
Capital Improvement Department

CITY OF EL PASO AE SELECTION SCORESHEET
SOLICITATION #2021-1476R - GEOTECHNICAL & MATERIALS TESTING
EPIA RECONSTRUCTION OF TAXIWAYS J & K2

EVALUATION CRITERIA	ATLAS	LOI ENGINEERS	PSI	TERRACON	WOOD
PROJECT MANAGER & TEAM EXPERIENCE					
Rater 1	69	68	77	72	75
Rater 2	64	45	74	65	70
Rater 3	65	48	74	65	65
TOTAL POINTS	208	171	235	212	220

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**AN AGREEMENT FOR
PROFESSIONAL SERVICES**

This Agreement is made this _____ day of _____, 202_ by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and **Professional Service Industries, Inc.**, a Delaware, USA Foreign for Profit Corporation, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional services for the project known as “**GEOTECHNICAL AND MATERIALS TESTING FOR TAXIWAY J & K2 RECONSTRUCTION**”, hereinafter referred to as the “**Project**”, as further described in Attachment “A” and

WHEREAS, Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner’s selection procedure, in accordance with all applicable state and local laws and ordinances;

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

**ARTICLE I.
ATTACHMENTS**

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment “A”	Scope of Services and Budget
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Intentionally Deleted
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate

**ARTICLE II.
PROJECT**

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform the services identified in this Agreement for the Project. The Project shall consist of the Consultant’s completion of the Scope of Services as further described in Attachment “A”. Such Scope of Services shall be completed in accordance with the identified phases described in Attachment “D”.

2.2 The Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

2.3 The Consultant shall serve as the Owner's professional representative for the construction of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.

2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each Project's the construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.

2.5 The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working day time period.

ARTICLE III. CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed **\$224,664.96** for all services and reimbursables performed pursuant to this Agreement.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for the Project shall be pursuant to the Consultant's fee proposal for the 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 Services to be provided by the Consultant for this Agreement are attached hereto as **Attachment "A"**.

3.3 CONSULTANT'S INVOICES. The Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to **Attachment "D"**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety days (90) of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the Summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of the Project. The established schedule for

completion shall not be revised except by written amendment to this Agreement, executed by both parties.

3.3.2 The Owner agrees to pay invoices for all services performed as soon as reasonably possible but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant's fee proposal, except by written amendment to this Agreement, executed by both parties.

3.4 INTENTIONALLY DELETED.

3.5 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The services called for by each phase shall begin upon the issuance of a Notice to Proceed from the City Engineer. The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachments "A"** and the Notice to Proceed.

4.2 SUSPENSION. Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant's services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

4.3 TERMINATION. This Agreement may be terminated as provided herein.

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days'** written notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any

payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.3.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

4.3.3 TERMINATION FOR FAILURE TO COMPLY WITH SUBCHAPTER J, CHAPTER 552, GOVERNMENT CODE. The requirements of subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor or vendor agrees that the Contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

4.3.4 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

ARTICLE V. INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. The Consultant shall procure and maintain insurance coverage as required herein and attached in **Attachment “E”**. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

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

“The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured.”

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

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

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant’s sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of \$1,000,000 on a claims made basis.

5.1.4 OWNER AS ADDITIONAL INSURED. The Owner shall be named as an Additional Insured on all of the Consultant’s Insurance Policies, with the exception of Workers’ Compensation and Professional Liability Insurance required by this Agreement.

5.1.5 PROOF OF INSURANCE. The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this Agreement.

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment “E”**. All certificates shall also include the name of the project on the corresponding insurance certificate.

5.2 INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL INDEMNIFY HOLD HARMLESS, AND DEFEND OWNER,

AND OWNER'S OFFICERS, DIRECTORS, PARTNERS, AGENTS CONSULTANTS, AND EMPLOYEES FROM AND AGAINST ANY CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS, AND ALL COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO THE PROJECT, PROVIDED THAT ANY SUCH CLAIM, COST, LOSS, OR DAMAGE IS ATTRIBUTABLE TO ANY NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT OR CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, AGENTS, CONSULTANTS OR EMPLOYEES. THE CONSULTANT SHALL NOT BE RESPONSIBLE FOR ANY ACTS OF ANY OF THE CITY'S INDEPENDENT PROJECT MANAGERS.

To the extent allowed by state law, the Owner will be responsible for its own actions.

ARTICLE VI. FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. Consultant, at Consultant's sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, as further described in Attachment "F".

--The Texas Department of Transportation through an Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any Federal and State agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

6.1.1 CONTRACT ASSURANCE. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

6.2 TERMINATION FOR CANCELLATION OF GRANT. Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested, whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT

OF TRANSPORTATION.

During the performance of this contract, Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “Consultant”) agrees as follows:

- (1) **Compliance with Regulations:** Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. ADP shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of Consultant’s noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
 - b. Cancellation, termination or suspension of the contract in whole or in part.
- (6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the

interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE VII. GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment “D”**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant.

7.2 INTENTIONALLY DELETED.

7.3 CONSULTANT’S QUALITY OF WORK. The Owner’s review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant’s services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment “D”** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner’s review, for the performance of the Owner’s consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the “Instruments of Service”) are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner has the consent of the Consultant, provided, however, the Consultant shall have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects, other than the construction of the Project, shall not grant the Owner any right to rely upon the Consultant’s seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings,

Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant's records subject to audit shall include but not be limited to records which, have a bearing on matters of interest to the Owner in connection with the Consultant's work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant's records have been generated from computerized data, Consultant agrees to provide Owner's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to this Project, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times (limited to Consultant's office hours) and places upon reasonable notice.

7.6 CONTRACTING INFORMATION

The Contractor must preserve all contracting information related to this Contract as provided by the records retention schedule requirements applicable to the City for the duration of this Contract. Contractor will promptly provide the City any contracting information related to this Contract that is in the custody or possession of the Contractor on request of the City. On completion of this Contract, Contractor will either provide at no cost to the City all contracting information related to this Contract that is in the custody or possession of the Contractor or preserve the contracting information related to this Contract as provided by the records retention requirements applicable to the City.

7.7 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

7.8 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

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

7.10 CAPTIONS. The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

7.11 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

7.12 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

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

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

To the Consultant: INTERTEK-PSI
Attn: Trent Anderson, Principal
4601 Ripley Dr.
El Paso, TX. 79922

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

7.13 CONFLICTING PROVISIONS. Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

7.14 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

7.15 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
 Omar A. De La Rosa
 Assistant City Attorney

APPROVED AS TO CONTENT:

Jerry DeMuro/for
 Samuel Rodriguez, P.E., City Engineer
 Capital Improvement Department

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
 COUNTY OF EL PASO §

This instrument was acknowledged before me on this 15th day of December, 202_,
 by **Tomás González**, as **City Manager** of the **City of El Paso, Texas**.

 Notary Public, State of Texas

My commission expires:

November 13, 2022

(Signatures begin on following page)

CONSULTANT:

By: 

Name: Trent Anderson

Title: Principal

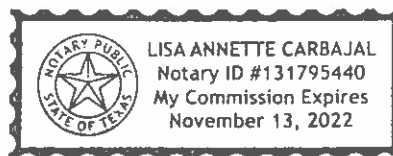
ACKNOWLEDGEMENT

THE STATE OF Texas §COUNTY OF El Paso §

This instrument was acknowledged before me on this 15th day of December, 2022,
by Trent Anderson, on behalf of Consultant.


Notary Public, State of Texas

My commission expires:

November 13, 2022

ATTACHMENT "A"
SCOPE OF SERVICES

ATTACHMENT A SCOPE OF SERVICES

This contract will be used for geotechnical and materials testing services for the Reconstruction of Taxiways J & K2. Services to include the following:

- Investigation
- Planning
- Construction materials testing and inspection
- Design recommendations

Products required include following:

- Reports

The firm shall render the following services in connection with the construction of the project:

- Professional engineering services in the field of geotechnical and materials testing.
- Technical and Professional Engineering consultation for the geotechnical investigations and related laboratory testing services, including labor, equipment and materials for the projects.
- Materials engineering and testing, and construction quality assurance /quality control (QA/QC) services. Field and laboratory procedures are to be performed under the direct supervision of a registered professional engineer in accordance with ASTM E 329 Standards Recommended Practice for Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as used in construction.
- Monthly reporting of tasks and activities related to this service to include project name, percent of testing completed, amount of invoices paid, total amount of purchase order.
- Notification when contractor requests overtime for testing. Overtime for testing services will be paid for Contractor. The City will not pay overtime unless requested and is approved in writing by the City. The Contractor also pays for failed tests.

These services are to be provided for the following:

FOUNDATIONS

- Shallow foundations (Continuous and spread)
- Deep foundations (Driven piles, drilled shafts and auger-cast piles)
- Mats and post-tensioned slabs.
- Bearing Capacity (Ultimate and Allowable) Analysis.
- Settlement Analysis
- Load testing of foundations
- Construction inspection of all types of foundation.
- Failure Analysis and Remediation Design for Distressed Foundation and Retaining Walls.

ROADWAY SOIL SURVEYS & PAVEMENT DESIGN

- Streets, Airfields and Parking Lots.
- flexible and Rigid Pavement Designs.
- Subgrade, Subbase and Base Course Stabilization Analysis.
- Construction Materials Specifications.
- Pavement Failure Analysis and Remediation Design.

SLOPE STABILITY & EARTHEN RETENTION SYSTEMS

- Earth Pressure Coefficients
- Slope Stability Analysis
- Shoring & Trench Safety System Designs
- Retaining Walls-gravity, sheet pile, bulkhead, cantilever, etc.

The firm shall provide labor and equipment necessary for the following geotechnical and materials testing:

SOILS

- Nuclear Density
- Sand Cone Density
- Gradation
- Hydrometer Analysis
- Atterberg Limits
- Specific Gravity
- Soil Stabilization Design
- Moisture-Density Relation
- Unconfined Strength
- Permeability (Falling Head, and Constant Head)
- California Bearing Ratio (CBR)

CONCRETE

- Mix Designs
- Flatness/Levelness
- Slump & Air Content
- Unit Weight/Yield
- Compressive Strength
- Flexural Strength
- Coring, and Testing of Cores.

MASONRY

- Compressive Strength of Masonry Units

- Compressive Strength of Constructed Prisms
- Mortar Mix Design
- Strength of Mortar
- Absorption
- Grout Mix Design

ASPHALT

- Pavement Section Design
- Bitumen Extraction
- Stability & Flow
- Mix Designs
- Aggregate Gradation
- Specific Gravity
- Unit Weight
- Coring

AGGREGATES

- Moisture Content
- Gradation
- Specific Gravity
- Soundness
- Los Angeles Abrasion
- Absorption
- Clay Lumps/Friable Particles
- Flat/Elongated Pieces
- Fractured Faces.

WELDS

- Acoustics
- Radiographic
- Dye Penetrants
- Magnetic Particle (Ferrous Metal only)
- Visual Testing

PAINT AND PRIMER

- Mill Thickness
- Lead (lead free)

ELECTRICAL

- Ground Resistance Test (mega-ohms)

- Insulation Test

OTHER MATERIALS TESTING AS REQUIRED

ATTACHMENT "B"

CONSULTANT'S FEE PROPOSAL AND HOURLY RATES

Anticipated Construction Materials Testing & Observation Services				
Project: Reconstruction of Taxiways J and K2				
	Unit	Quantity	Unit Price	Item Total
Soils & Asphalt Testing and Observation				
Site Preparation				
Engineering Technician (In-place Density Testing)	Per Hour	200	\$55.96	\$11,192.00
Engineering Technician (In-place Density Testing) (Overtime)	Per Hour	50	\$83.94	\$4,197.00
Laboratory Moisture Density Relationship	Each	28	\$212.00	\$5,936.00
Atterberg Limit Determination	Each	28	\$118.00	\$3,304.00
Sieve Analysis including Percent Passing No. 200 Sieve	Each	28	\$90.00	\$2,520.00
Sample Pick-up (To obtain soil samples prior to request for density testing)	Per Hour	70	\$55.00	\$3,850.00
Transportation Charge	Per Trip	53	\$35.00	\$1,855.00
Admin/Clerical	Per Hour	60	\$67.63	\$4,057.80
Asphalt Pavement				
Engineering Technician (Asphalt Sampling and Testing)	Per Hour	80	\$55.96	\$4,476.80
Asphalt Laboratory Testing (Marshal Value, extraction/gradation, & specific gravity)	Per Sample	8	\$499.00	\$3,992.00
Asphalt Cores (Thickness, Voids, Density)	Each	16	\$437.00	\$6,992.00
Transportation Charge	Per Trip	24	\$35.00	\$840.00
Admin/Clerical	Per Hour	24	\$67.63	\$1,623.12
Sub-Total				\$54,695.72
Concrete Testing and Observation				
Foundation/Slab-on-Grade, Sitework				
Engineering Technician (Concrete Sampling and Testing)	Per Hour	900	\$55.96	\$50,364.00
Engineering Technician (In-place Density Testing) (Overtime)	Per Hour	450	\$83.94	\$37,773.00
Concrete Cylinders (Cured and/or Tested in Compression)	Each	472	\$24.00	\$11,328.00
Specimen Recovery	Per Hour	236	\$55.00	\$12,980.00
Transportation Charge	Per Trip	118	\$35.00	\$4,130.00
Admin/Clerical	Per Hour	270	\$67.63	\$18,266.10
Sub-Total				\$124,835.10
Structural, Engineering & Technical Services				
Structural Inspection				
Concrete Construction Special Inspector (Reinforcing Steel/Masonry Inspections)	Per Hour	128	\$90.95	\$11,641.60
Transportation Charge	Per Trip	16	\$35.00	\$560.00
Admin/Clerical	Per Trip	35	\$67.63	\$2,369.94
Technical Services				
Project Manager	Per Hour	100	\$145.75	\$14,575.00
Project Set-up	One-time	1	\$150.00	\$150.00
Safety Badge/Orientation Training	Per Person	12	\$120.00	\$1,440.00
Safety Badge/Orientation Training	Per Trip	12	\$349.80	\$4,197.60
Sub-Total				\$35,134.14
Construction Materials Testing and Observation Estimated Total				\$224,664.96

**ATTACHMENT “C”
INTENTIONALLY DELETED**

ATTACHMENT “D” PAYMENT SCHEDULE

For the project known as “**GEOTECHNICAL AND MATERIALS TESTING FOR TAXIWAY J & K2 RECONSTRUCTION**”, hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed **\$\$224,664.96** for all Services and reimbursables noted within the Agreement and its attachments.

PAYMENT SCHEDULE

Contract payments will be made as provided in the Agreement and on a time and materials basis at the unit rates included in Attachment “B”.

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant’s proposal found in **Attachment “B”**. The time shown in **Attachment “B”** is an estimate. Should the services rendered during the construction phase exceed the estimated amount, written authorization will be required prior to rendering service. Written authorization shall be only by contract amendment in accordance with the contract provisions and applicable law.

The Owner shall make payments upon presentation of the Consultant’s detailed Invoice and accompanying Summary and Progress Report and the Owner’s written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/company location.

Reimbursable Costs: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Receipts: Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. *Tips and alcohol are not reimbursable.*

No single invoice may include items for both August and September of any given year. The Owner’s fiscal year begins on September 1st of each year and ends on August 31st of each year. The Consultant’s invoices must be separated into items that end August 31st and those that begin on Septembers 1st of any given year, to coincide with the Owner’s fiscal year.

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the Owner. A log is preferred showing the date, person’s name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

Personal Automobile Mileage: Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. Movie costs for “Pay for View” or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

DELIVERABLE SCHEDULE

The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachments “A”** and the Notice to Proceed.

ATTACHMENT "E"

INSURANCE CERTIFICATE



CERTIFICATE OF LIABILITY INSURANCE

DATE (mm/dd/yyyy)
11/09/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 701 Market Street, Suite 1100 St. Louis, MO 63101		CONTACT NAME: Marsh U.S. Operations PHONE (A/C, No. Ext.): 866-966-4664 FAX (A/C, No.): 212-943-0811 E-MAIL ADDRESS: StLouis.CertRequest@Marsh.Com															
INSURED Professional Service Industries, Inc. 5044 Daughen Drive Building D El Paso, TX 79932		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B : N/A</td> <td>N/A</td> </tr> <tr> <td>INSURER C : Standard Insurance Company</td> <td>26387</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A : Zurich American Insurance Company	16535	INSURER B : N/A	N/A	INSURER C : Standard Insurance Company	26387	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :																	
INSURER E :																	
INSURER F :																	

COVERAGES CERTIFICATE NUMBER: CH-009967301-01 REVISION NUMBER: 1

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.

INSURANCE TYPE	TYPE OF INSURANCE	ADOL (Insd)	USUR (WVR)	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL0541569308	10/01/2021	10/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/PROP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION:			SAP 7296414-01	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory to RCR) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	W/C 7296412-01 (RCS) W/C 7296413-01 (R)	10/01/2021	10/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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			EOC0206923-06	09/09/2021	09/09/2022	Each Claim/Aggregate: \$ 1,000,000 SIR: \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if space is required)
 RE: EPA Reconstruction of Testdays J & K2

City of El Paso is/are included as additional insured (except as respects all coverage afforded by the Workers' Compensation and Professional Liability policies) as required by written contract.

CERTIFICATE HOLDER

City of El Paso
 218 N. Campbell
 El Paso, TX 79901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 of Marsh USA Inc

Manoah Mulcahy



EPIA Reconstruction of TWYS J and K2

Solicitation # 2021-1476R Geotechnical and Materials Testing Services
January 4, 2022

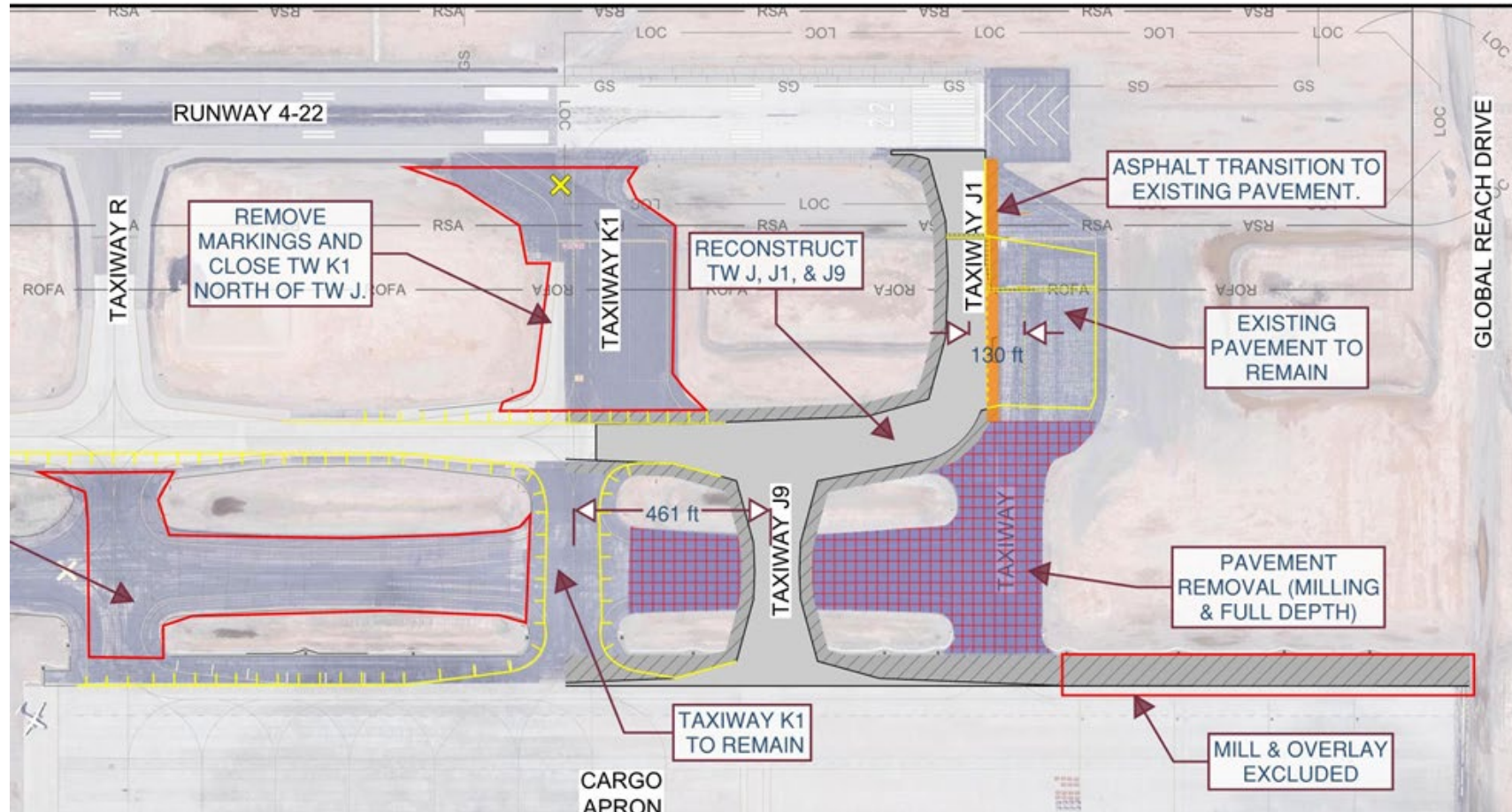
*No. 1 - Cultivate an Environment Conducive to Strong, Sustainable
Economic Development*

1.4 – Grow the core business of air transportation

Request for Action

- Award of the geotechnical and materials testing services contract for the reconstruction of Taxiways J & K2 to Intertek-PSI, Inc.
- Contract amount: \$224,664.95
- Funding Sources: \$202,198.45 (90%) AIP Grant
\$22,466.50 (10%) FAA CARES Match

Project Location



The Airport is installing pavement improvements that will bring the taxiway geometry at the north cargo buildings into compliance with current Federal Aviation Administration (FAA) design standards. Taxiway K2 will be reconstructed and a new Taxiway, J9, will be constructed to replace aging pavement.

Procurement Summary

- Consultant selection was based on qualifications pursuant to the Professional Services Procurement Act, 23 CFR, Part 172, and Subchapter A, Chapter 2254, of the Texas Local Government Code.
- There were five offerors, all with local offices.
- Recommendation: award the contract to the offeror that best demonstrated understanding of the project and FAA requirements, possessed the relative experience and approach to completing the work.

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
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, **R**espeto, **E**xcelencia,
Responsabilidad, **P**ersonas



Legislation Text

File #: 22-25, 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 Z. Silva, (915) 212-4306

AGENDA LANGUAGE:

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

That the Mayor be authorized to sign an Interlocal Governmental Agreement between the City of El Paso and the County of El Paso/District Attorney, 34th Judicial District of the State of Texas, for services to the City and its Police Department relating to arrests and prosecution of criminal cases in connection with the District Attorney's Information Management System (DIMS) program from January 1, 2022 through August 31, 2022. The CITY shall make monthly payments of NINETEEN THOUSAND EIGHT HUNDRED EIGHTY EIGHT AND 77/100 (\$19,888.77) to the County for the months that real-time 24-hour screening under the DIMS program is being provided to the City under this agreement.

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

AGENDA DATE: 1/4/22

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Assistant Chief Z. Silva (915) 494-7455

DISTRICT(S) AFFECTED: ALL

STRATEGIC GOAL: #2 Set the Standard for a Safe and Secure City Of El Paso

SUBGOAL: N/A

SUBJECT:

That the Mayor be authorized to sign an Interlocal Governmental Agreement between the City of El Paso and the County of El Paso/District Attorney, 34th Judicial District of the State of Texas, for services to the City and its Police Department relating to arrests and prosecution of criminal cases in connection with the District Attorney's Information Management System (DIMS) program from January 1, 2022 through August 31, 2022. The CITY shall make monthly payments of NINETEEN THOUSAND EIGHT HUNDRED EIGHTY-EIGHT AND 77/100 (\$19,888.77) to the County for the months that real-time 24-hour screening under the DIMS program is being provided to the CITY under this agreement.

BACKGROUND / DISCUSSION:

This Interlocal agreement renews yearly and was established in 1994 between the City of El Paso and the County of El Paso. This program is known as the District Attorney's Information Management System (DIMS), which allows a prosecutor to screen criminal cases presented by law enforcement officers and determine if prosecution is desired within hours of the commission of an offense, and within hours of a person's arrest, instead of weeks or months after said arrest.

PRIOR COUNCIL ACTION:

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

Yes every year since 1996 and last year on 9/1/2020

AMOUNT AND SOURCE OF FUNDING:

522170 – Interlocal Agreements

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: EPPD

SECONDARY DEPARTMENT:

Revised 04/09/2021

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

DEPARTMENT HEAD:

A handwritten signature in blue ink, appearing to read "Gregory K. Allen", is written over a horizontal line.

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

RESOLUTION

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

That the Mayor be authorized to sign an Interlocal Governmental Agreement between the City of El Paso and the County of El Paso/District Attorney, 34th Judicial District of the State of Texas, for services to the City and its Police Department relating to arrests and prosecution of criminal cases in connection with the District Attorney's Information Management System (DIMS) program from January 1, 2022 through August 31, 2022. The City of El Paso will make monthly payments of \$19,888.77 to the County for the months that real-time, 24-hour screening under the DIMS program is being provided to the City.

ADOPTED this _____ day of January, 2022.

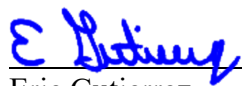
CITY OF EL PASO

Oscar Leaser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____

Eric Gutierrez
Assistant City Attorney

APPROVED AS TO CONTENT:

For Assistant Chief Z Silva #1799

Gregory Allen
Chief of Police

STATE OF TEXAS §
 § **INTERLOCAL GOVERNMENTAL AGREEMENT**
COUNTY OF EL PASO §

This Interlocal Governmental Agreement (“Agreement”) is entered into by and between the City of El Paso, a home rule municipal corporation (“CITY”), and the County of El Paso, Texas (“COUNTY”).

WHEREAS, the District Attorney of the 34th Judicial District (“District Attorney”) established in or about 1994 a program known as the District Attorney's Information Management System (DIMS), which allows a prosecutor to screen criminal cases presented by law enforcement officers and determine if prosecution is desired within hours of the commission of an offense, and within hours of a person's arrest, instead of weeks or months after said arrest; and

WHEREAS, the operation of DIMS permits the filing of criminal charges in the State Court system within hours of a person's arrest, which increases the efficiency and effectiveness of the criminal justice system; and

WHEREAS, the operation of DIMS serves to increase the efficiency and effectiveness of local governments in their respective functions in the criminal justice system; and

WHEREAS, the CITY's monetary contribution to the DIMS program is a payment to the COUNTY for real-time 24-hour screening by the District Attorney's Office; and

WHEREAS, the COUNTY is mandated to fund the operation of the District Attorney's Office, to include the salaries of the assistant district attorneys, pursuant to Texas Gov't Code § 43.120; and

WHEREAS, the CITY and COUNTY are authorized to enter into this Agreement under the provisions of Texas Gov't Code §791 *et. seq.*

NOW, THEREFORE, THE CITY AND COUNTY HEREBY ENTER INTO THIS AGREEMENT UNDER THE FOLLOWING TERMS AND CONDITIONS:

1.0 ATTACHMENTS

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes as if set forth verbatim:

Exhibit “A”	DIMS Staffing Schedule;
Exhibit “B”	DIMS Staffing Rates;
Exhibit “C”	DIMS Schedule; and

Exhibit “D”
Exhibit “E”
Exhibit “F”

DIMS Staffing Component Projected Budget
DIMS Statistical Reports
Warrants Statistical Reports

2.0 CONTRACTUAL RELATIONSHIP

2.1 No partnership or joint venture is intended to be created by this Agreement, nor any principal-agent or employer-employee relationship between the parties or any of their officers, employees, agents or representatives.

2.1-1 The COUNTY understands and agrees that it will be responsible for its respective acts or omissions, and the CITY shall in no way be responsible as an employer to the COUNTY’s officers, employees, agents or representatives who perform any service in connection with this Agreement.

2.1-2 The CITY understands and agrees that it will be responsible for its respective acts or omissions, and the COUNTY shall in no way be responsible as an employer to the CITY’s officers, employees, agents or representatives who perform any service in connection with this Agreement.

2.2 The COUNTY acknowledges and agrees that it does not have, and will not attempt to assert, the authority to make commitments for or to bind the CITY to any obligation other than the obligations set forth in this Agreement. The CITY also acknowledges and agrees that it does not have, and will not attempt to assert, the authority to make commitments for or to bind the COUNTY to any obligation other than the obligations set forth in this Agreement.

2.3 The parties acknowledge and expressly agree that nothing contained in this Agreement shall be construed as creating an attorney-client relationship between the District Attorney or her agents, representatives, or employees, and the El Paso Police Department or the CITY or its agents, representatives, departments or employees.

2.4 The parties further acknowledge and expressly warrant that the Office of the District Attorney is performing services and functions under the DIMS program that are legally authorized and/or mandated by law or statute. Nothing herein contained in this Agreement shall be interpreted as altering the statutorily assigned duties of either the El Paso Police Department and its members and the Office of the District Attorney.

2.5 The parties acknowledge and agree that in all things relating to this Agreement, the CITY and the COUNTY are performing governmental functions. The parties hereby agree that the CITY and the COUNTY enter into this Agreement as governmental entities for the purpose of performing a governmental function.

3.0 PURPOSE AND TERM OF AGREEMENT

3.1 Purpose. The purpose of this Agreement is to establish the fiscal terms and relationship of the DIMS program. DIMS substantially affects the procedures and resources utilized by the El Paso Police Department in connection with making arrests

for criminal offenses classified as Class B Misdemeanors and higher. The District Attorney shall provide such duly qualified attorneys and clerical staff to operate a 24-hour screening unit accessible to the El Paso Police Department in conjunction with DIMS.

3.2 Term. The term of this Agreement begins on January 4, 2022, and that term shall end on August 31, 2022, unless terminated or amended pursuant to the terms stated herein. Negotiations on a new agreement must begin within 90 days before expiration of this agreement.

4.0 SCOPE OF SERVICES

4.1 The District Attorney shall make attorneys and support staff from its office actively available to staff DIMS and provide real-time screening services on a 24-hour daily basis, with the enumeration of shifts set forth in Attachment “A”. Attorney and clerical services will be provided at the rates set out in Attachment “B”. The District Attorney’s real-time 24-hour screening will be provided during the schedule in Attachment “C”, or until funding under this Agreement is depleted, or the Agreement is terminated or amended pursuant to such terms set forth herein.

4.1-1 Under the DIMS program, the District Attorney and her Assistant District Attorneys shall be performing services and functions that are legally authorized and/or mandated by law or statute.

4.1-2 Under the DIMS program, the District Attorney and her Assistant District Attorneys shall answer initial calls from officers within ten (10) minutes and return missed calls within twenty (20) minutes. This subsection is solely for process improvement.

4.1-3 The District Attorney will provide to the City statistical reports as described in Attachment “E” on a weekly, monthly, and yearly basis. Reports must also include week-to-week, month-to-month, and year-to-year comparisons, as applicable.

4.1-4 The County will meet with the City on a quarterly annual basis to discuss and analyze the DIMS program with an emphasis on increasing the efficiency of the program, including but not limited to: reducing officer wait time, reducing number of call backs, and reducing number of declined cases.

4.2 The District Attorney or her designated representative shall be the COUNTY contact for all operational matters of DIMS. The Chief of Police or his designated representative shall be the CITY’s contact for all matters relating to DIMS.

5.0 CONSIDERATION

5.1 As consideration for this Agreement, and except as provided below, the CITY shall make payment to the COUNTY in a total amount not to exceed TWO

HUNDRED THIRTY-EIGHT THOUSAND SIX HUNDRED AND SIXTY-FIVE AND 28/100 DOLLARS (\$238,665.28) pursuant to the scope of services stated in Section 4.0 of this Agreement. As further consideration for this Agreement, the COUNTY shall fund DIMS at no less than a cumulative rate of one twelfth of \$531,222.72 per month (or \$44,268.56 per month), for the months, or portions thereof, that DIMS is in operation under this Agreement, and only as long as the CITY is paying its proportionate share of expenses for the DIMS program as set out in this Agreement; nothing in this Agreement shall restrict the District Attorney from providing real-time 24-hour screening under the DIMS program at a greater amount or greater corresponding rate.

5.2 Nothing in this Agreement prohibits the District Attorney from providing real-time 24-hour screening under the DIMS program to other law enforcement agencies within the 34th Judicial District, provided however, that in such case the total annual value of such shall not exceed the amount of \$531,222.72.

5.3 The City retains the right to submit certain cases or category of cases directly to a Magistrate for review.

5.3-1 The CITY, through the El Paso Police Department, shall present all cases, including those submitted directly to a Magistrate for review, to the District Attorney's Office in a reasonable amount of time necessary to prevent defendant's release pursuant to Article 17.151 of the Texas Code of Criminal Procedure.

5.4 The parties specifically agree that absent an amendment to this Agreement indicating otherwise, neither party is obligated to provide or fund the DIMS program under this Agreement, once either party has depleted its funding obligation under this Agreement.

6.0 PAYMENTS

6.1 The CITY shall make monthly payments of NINETEEN THOUSAND EIGHT HUNDRED EIGHTY-EIGHT AND 77/100 DOLLARS (\$19,888.77) to the COUNTY for the months that real-time 24-hour screening under the DIMS program is being provided to the CITY under this Agreement.

6.1-1 Said monthly payments will be made by the CITY to the COUNTY for the actual screening performed under DIMS program as rendered under this Agreement as long as the COUNTY is paying its proportionate share of expenses for the DIMS program as set out in this Agreement.

6.1-2 The CITY shall pay the COUNTY by the fifteenth of each month for the actual screening performed under DIMS as utilized by the CITY, unless the CITY has already expended the total amount of its consideration under this Agreement or the Agreement is terminated or amended pursuant to the terms set forth herein.

6.2 The COUNTY shall bill the CITY by the first of each month for the CITY's portion of the DIMS program as set forth in Section 6.1 above.

6.2-1 The CITY may contest the information contained in these COUNTY bills within five (5) working days of the receipt of the bill by sending written notice to the County Auditor. In the event that a bill is contested, the County Auditor, with the District Attorney, and the Chief of Police, or their designated representatives, shall meet within five (5) working days of the notice of contest. If necessary, the bill shall be adjusted to reflect the proper billing to the CITY under the DIMS program and the CITY shall adjust its monthly payment to reflect said change. The CITY shall have an additional ten (10) working days after the meeting to pay such revised billing.

7.0 TERMINATION

This Agreement may be terminated as provided herein:

7.1 Termination by Mutual Consent. The parties may terminate this Agreement by mutual consent upon such terms as they may agree in writing. Except as otherwise provided herein, all duties and obligations of the CITY and the COUNTY shall cease upon termination or expiration of this Agreement.

7.2 Termination by Either Party. It is further understood and agreed by the CITY and the COUNTY that either party may terminate this Agreement by giving forty-five (45) days written notice to the other party. Except as otherwise provided herein, all duties and obligations of the CITY and the COUNTY shall cease upon termination or expiration of this Agreement.

7.3 Limitation on Damages in the Event of Termination. 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 non-terminating party prior to the date of termination. The parties acknowledge and expressly warrant that no claim of damages will exist after the date of termination.

8.0 GENERAL PROVISIONS

8.1 Liability. This Agreement is not intended to alter or reallocate any defense or immunity authorized or available to either party by law.

8.1-1 Sovereign Immunity. The CITY and COUNTY reserve, and do not waive, their respective rights of sovereign immunity and similar rights and do not waive their rights under the Texas Tort Claims Act or any applicable statute. No provision of this Agreement that imposes an obligation or restriction on either party not permitted by applicable law shall be enforceable.

8.2 Equipment. The CITY, through the Chief of Police, may permit the District Attorney and her Assistant District Attorneys to have access to the Police Department I-

LEADS/Intergraph InPursuit WebRMS/HxGN OnCall Records computer system for use only in connection with providing screening assistance to El Paso Police officers in conjunction with DIMS.

8.2-1 The Chief of Police, at his sole discretion, may at any time limit, suspend, or terminate the authorization of the District Attorney or any Assistant District Attorney or employee or agent of the District Attorney to access El Paso Police Department data on the I-LEADS/Intergraph InPursuit WebRMS/HxGN OnCall Records computer system. The Chief of Police will provide written notice of any suspended or terminated access to the District Attorney within three (3) days of said action.

8.2-2 Nothing in this Agreement will enhance or decrease the District Attorney's access to the Police Department's I-LEADS/Intergraph InPursuit WebRMS/HxGN OnCall Records computer system for purposes other than providing screening assistance to El Paso Police officers in conjunction with DIMS.

8.3 Amendments and Waiver. The parties may amend this Agreement at any time by mutual consent. Unless otherwise provided herein, this Agreement may be amended only by written instrument duly executed on behalf of the CITY (by authority of the City Council) and the COUNTY (by authority of the Commissioners Court). No claim or right arising out of a breach of contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing by the aggrieved party.

8.4 Severability. All agreements and covenants contained in this Agreement are severable. Should any term or provision of this Agreement be declared invalid by a court of competent jurisdiction, the parties intend that all other terms and provisions of this Agreement should be valid and binding and have full force and effect as if the invalid portion had not been included.

8.5 Notices. All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received via United States Postal Service certified mail, return receipt requested addressed to the respective other party at the address provided below:

City: City Manager
300 N. Campbell
El Paso, Texas 79901-1196

Copy to: Chief of Police
911 N. Raynor Street
El Paso, Texas 79903

District Attorney: Yvonne Rosales
2nd Floor, Courthouse, Ste 201
500 E. San Antonio St.
El Paso, Texas 79901

County: County Judge
3rd Floor, Courthouse, Ste. 301
500 E. San Antonio St.
El Paso, Texas 79901

8.6 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas, along with any applicable provisions of the federal law.

8.7 Entire Agreement. This Agreement, together with the Attachments attached hereto, constitutes the entire agreement between the parties relating to the terms and conditions of this Agreement. Further, this Agreement, together with the Attachments, supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement, which is not contained herein, shall be valid or binding.

Dated this _____ day of _____, 2022.


THE CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Eric Gutierrez
Assistant City Attorney
City Attorney's Office

APPROVED AS TO CONTENT:

For: Assistant Chief Zina Silva

Gregory Allen
Chief of Police

(Signatures Continue on Following Page)

Dated this _____ day of _____, 2021.

COUNTY OF EL PASO

Ricardo A. Samaniego
County Judge

ATTEST:

Delia Briones
County Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT

Carlos G. Madrid
Assistant County Attorney
County Attorney's Office

Yvonne Rosales, District Attorney
34th Judicial District

Exhibit A

DISTRICT ATTORNEY INFORMATION MANAGEMENT SYSTEM (D.I.M.S.)

(FY2022: September 1, 2021 to August 31, 2022)

STAFFING SCHEDULE

Attorney staffing consists of 21 to 23 shifts for the average work week, and supplemental shift scheduling for select periods (holidays and/or special operations). The District Attorney provides staffing by at least one attorney/prosecutor at all times, except the District Attorney must provide more than one attorney/prosecutor for the Baker shift (8 p.m. – 4 a.m.) on Thursday, Friday, and Saturday.

The enumeration of shifts for the typical non-holiday operational DIMS week is as follows:

	<i>MON</i>	<i>TUE</i>	<i>WED</i>	<i>THU</i>	<i>FRI</i>	<i>SAT</i>	<i>SUN</i>
A-shift (Midnight - 8 a.m.)	#1	#4	#7	#10	#13	#16	#19
B-shift (8 a.m. - 4 p.m.)	#2	#5	#8	#11	#14	#17	#20
C-shift (4 p.m. - midnight)	#3	#6	#9	#12	#15	#18	#21
D-shift (“Baker”) (E.g., 8 p.m. - 4 a.m. or 10 p.m. – 6 a.m. or 11 p.m. to 7a.m.)					#22	#23	

Attorney staffing may be enhanced, in conjunction with law enforcement needs, to cover anticipated heavy DIMS volume because of holidays, peak crime periods, or because of special law enforcement operations (e.g., roundups, blood-warrants). Staffing schedules may be amended for efficiency, economy, and to insure round-the-clock staffing. Shifts #22 and #23 may overlap primary shifts for busier nights.

Clerical staffing consists of 21 shifts for the average work week, which correspond with the attorney shifts #1-21, as enumerated above. On rare occasions, clerical staffing is enhanced, to cover anticipated heavy DIMS volume. Premium wage for winter holiday scheduling is incorporated into the budget, for a total amount not to exceed five hundred dollars. Staffing schedules may be amended for efficiency or economy. Clerical shifts may be optional due to unanticipated absence of assigned personnel.

Exhibit B

DISTRICT ATTORNEY INFORMATION MANAGEMENT SYSTEM (D.I.M.S.), STAFFING RATES

Fiscal Year 2022

(FY2022: September 1, 2021 to August 31, 2022)

The total program staffing cost for FY2022 is as set out in the Consideration clause. The program funding is for its Attorney Component, and its Secretarial/Clerical component.

Attorney Rates and Funding. Attorney participation in DIMS is voluntary. Funding is calculated as salary and corresponding benefits for shifts outside of regular office hours. The District Attorney pays regular salary rates for Attorney DIMS shifts that are within regular business hours. The District Attorney pays two flat rates for Attorney DIMS shifts that are outside of regular business hours: \$365 (salary) per shift, for the busier shifts; and \$340 (salary) per shift, for the lighter shifts. Shifts are slightly shorter for premium holidays (e.g., Christmas and New Year's Eve).

Clerical Rates and Funding. Clerical funding is calculated as salary and corresponding benefits. Rates vary according to El Paso County salary schedules for clerks and secretaries. Overtime rates are paid for work performed outside of regular business hours, as necessary to ensure staffing by qualified personnel. For Christmas and New Year's, no more than eighteen clerical hours are paid to reduce regular shift times, for eleven scheduled shifts.

WEEK	MONTH	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	Holiday
1	SEP '21			1	2	3	4	5	Exhibit C
2		6	7	8	9	10	11	12	
3		13	14	15	16	17	18	19	
4		20	21	22	23	24	25	26	
5	OCT '21	27	28	29	30	1	2	3	
6		4	5	6	7	8	9	10	FY-2022 (2021-2022) DIMS SCHEDULE
7		11	12	13	14	15	16	17	
8		18	19	20	21	22	23	24	
9		25	26	27	28	29	30	31	
10	NOV '21	1	2	3	4	5	6	7	
11		8	9	10	11	12	13	14	Veteran's Day
12		15	16	17	18	19	20	21	
13		22	23	24	25	26	27	28	Thanksgiving +1
14	DEC '21	29	30	1	2	3	4	5	
15		6	7	8	9	10	11	12	Christmas + 1 New Year's + 1
16		13	14	15	16	17	18	19	
17		20	21	22	23	24	25	26	
18	JAN '22	27	28	29	30	31	1	2	
19		3	4	5	6	7	8	9	
20		10	11	12	13	14	15	16	ML King Day
21		17	18	19	20	21	22	23	
22		24	25	26	27	28	29	30	
23	FEB '22	31	1	2	3	4	5	6	
24		7	8	9	10	11	12	13	
25		14	15	16	17	18	19	20	President's Day
26		21	22	23	24	25	26	27	
27	MAR '22	28	1	2	3	4	5	6	
28		7	8	9	10	11	12	13	
29		14	15	16	17	18	19	20	
30		21	22	23	24	25	26	27	Cesar Chavez
31	APR '22	28	29	30	31	1	2	3	
32		4	5	6	7	8	9	10	
33		11	12	13	14	15	16	17	
34		18	19	20	21	22	23	24	
35	MAY '22	25	26	27	28	29	30	1	Good Friday
36		2	3	4	5	6	7	8	
37		9	10	11	12	13	14	15	
38		16	17	18	19	20	21	22	
39		23	24	25	26	27	2	29	
40	JUN '22	30	31	1	2	3	4	5	Memorial Day
41		6	7	8	9	10	11	12	
42		13	14	15	16	17	18	19	
43		20	21	22	23	24	25	26	
44	JUL '22	27	28	29	30	1	2	3	
45		4	5	6	7	8	9	10	4th of July observed
46		11	12	13	14	15	16	17	
47		18	19	20	21	22	23	24	
48		25	26	27	28	29	30	31	
49	AUG '22	1	2	3	4	5	6	7	
50		9	9	10	11	12	13	14	
51		15	16	17	18	19	20	21	
52		22	23	24	25	26	27	28	
53		29	30	31					
54									

Exhibit D

FY 2022 DIMS Staffing Component Projected Budget

		<u>County of El Paso (69%)</u>	<u>City of El Paso (31%)</u>
<u>Cost</u>	Attorney Staffing: \$528,712	\$364,811.28	\$163,900.72
	Clerical Staffing: \$241,176	\$166,411.44	\$ 74,764.56
<u>Total Cost:</u>		\$769,888	
<u>Funding:</u>		\$531,222.72	\$238,665.28
<u>Total Funding:</u>	\$531,222.72 + \$238,665.28 = \$769,888		



Legislation Text

File #: 22-02, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

That the City of El Paso hereby requests the Sheriff of El Paso County to sell, in accordance with Section 34.05 subsections (c) and (d) of the Texas Property Tax Code, the following described parcel:

1. Lot 2, Block 84, Cielo Vista Park, Unit "A", an addition to the City of El Paso, El Paso County, Texas, according to the map or plat thereof, recorded in Volume 21, Page 5, Map Records of El Paso County, Texas.

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

AGENDA DATE: January 4, 2022
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Maria O. Pasillas, (915) 212-1737

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 6.11 Provide efficient and effective services to taxpayers

SUBJECT:

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

That the City of El Paso hereby requests the sheriff of El Paso County to sell, in accordance with Section 34.05 subsections (c) and (d) of the Texas Property Tax Code, the following described parcels:

1. Lot 2, Block 84, Cielo Vista Park, Unit "A", an addition to the City of El Paso, El Paso County, Texas, according to the map or plat thereof, recorded in Volume 21, Page 5, Map Records of El Paso County, Texas.

BACKGROUND / DISCUSSION:

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

The properties are referred to as "struck off" because they were bid off to the City at a tax sale when no bids were received. The Sheriff of El Paso County shall sell in accordance with Section 34.05 subsections (c) and (d) of the Texas Property Tax Code. Section 34.05 (c) and (d) allow the City to request the sheriff to sell the properties at a public auction in the manner prescribed by the Texas Rules of Civil Procedure. The purpose of the sale is to try to place the properties back on the tax roll to generate revenue for the taxing entities.

PRIOR COUNCIL ACTION:

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

Council has considered this type of item previously.

AMOUNT AND SOURCE OF FUNDING:

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

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Tax Office
SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Maia O. Pasillas

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

RESOLUTION

WHEREAS, the City of El Paso, as trustee, acquired title to the properties described below by Sheriff's Tax Deed because no bids were received when the properties were offered for sale and the officer making the sale bid the properties off to the City of El Paso, all in accordance with Section 34.01 of the Texas Property Tax Code; and

WHEREAS, the City of El Paso desires the sheriff of El Paso County to sell said properties in accordance with Section 34.05, subsections (c) and (d) of the Texas Property Tax Code;

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

THAT the City of El Paso hereby requests the sheriff of El Paso County to sell in accordance with Section 34.05 subsections (c) and (d) of the Texas Property Tax Code the following parcels of property described:

Lot 2, Block 84, Cielo Vista Park, Unit "A", an addition to the City of El Paso, El Paso County, Texas, according to the map or plat thereof, recorded in Volume 21, Page 5, Map Records of El Paso County, Texas.

APPROVED this ____ day of _____, 2021.

CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:

Laura Prine
City Clerk

APPROVED AS TO FORM:

Wendi N. Vineyard

Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:

Maria O. Pasillas

Maria O. Pasillas, RTA
City Tax Assessor-Collector



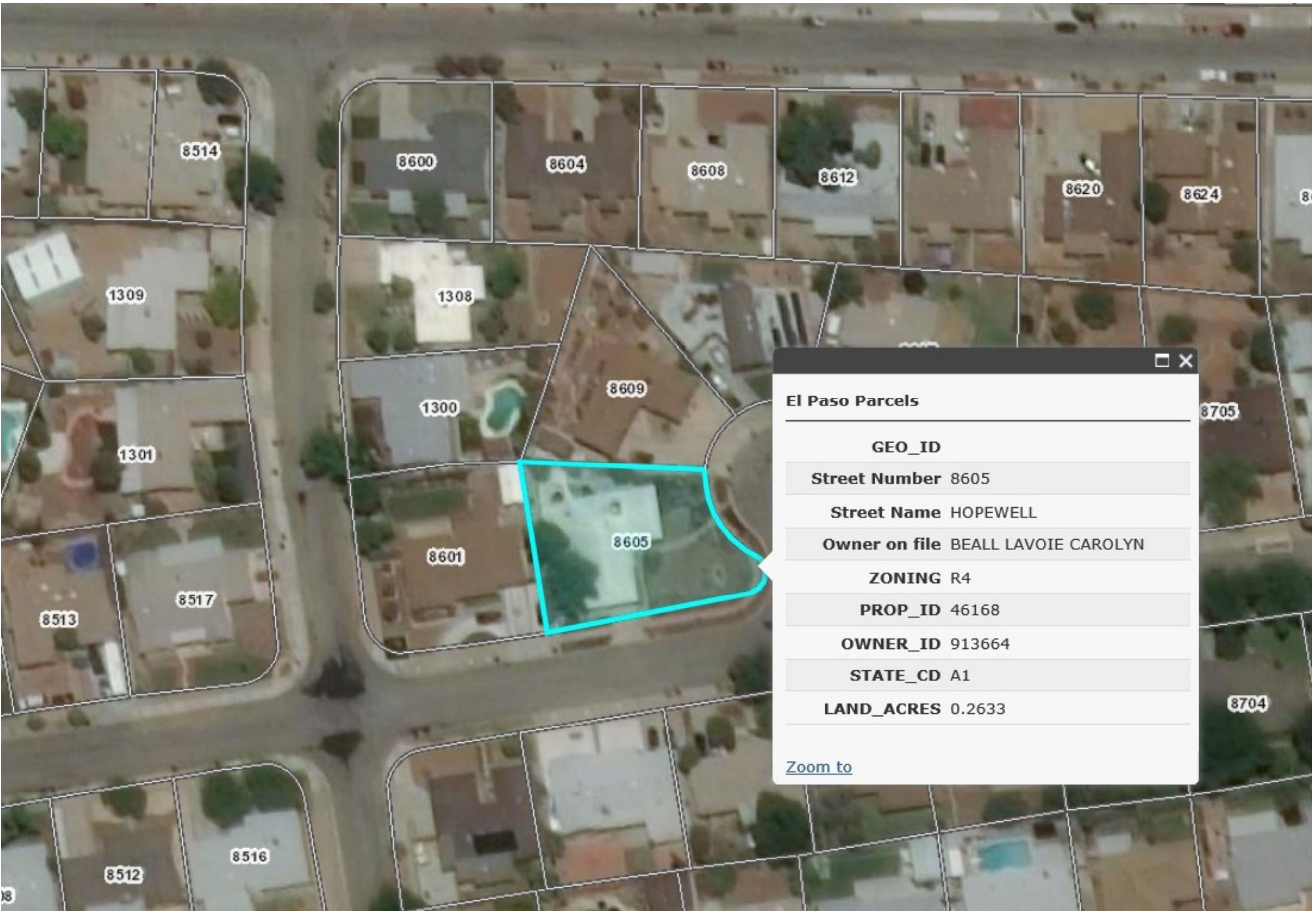
Suit No. 2006TX215

8605 Hopewell Dr.

Lot 2, Block 84, Cielo Vista Park, Unit "A", an addition to the City of El Paso, El Paso County, Texas, according to the map or plat thereof, recorded in Volume 21, Page 5, Map Records of El Paso County, Texas.

ACCT. NO. C518-999-0840-0700

DISTRICT NO. 3





Legislation Text

File #: 22-08, 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) 212-7300

AGENDA LANGUAGE:

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

That the City Manager, or designee, be authorized to sign an Underground Electrical Easement, granting an easement to the El Paso Electric Company to provide electrical power to property located between Global Reach Dr. and George Perry Boulevard, legally described as 0.196-acre parcel of land more or less being a portion of Lot 1, Block 1, Butterfield Trail Aviation Park Unit One, (File Clerk's No. 98063155, Plats Records, El Paso County, Texas) City of El Paso, El Paso County, Texas.

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

AGENDA DATE: January 4, 2022
PUBLIC HEARING DATE: N/A

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

DISTRICT(S) AFFECTED: 3

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

SUBGOAL:

SUBJECT:

That the City Manager, or designee, be authorized to sign an Underground Electrical Easement, granting an easement to the El Paso Electric Company to provide electrical power to property located between Global Reach Dr. and George Perry Boulevard, legally described as 0.196-acre parcel of land more or less being a portion of Lot 1, Block 1, Butterfield Trail Aviation Park Unit One, (File Clerk's No. 98063155, Plats Records, El Paso County, Texas) City of El Paso, El Paso County, Texas.

BACKGROUND / DISCUSSION:

The easement is needed to provide electric service to a new EPW well.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ 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, be authorized to sign an Underground Electrical Easement, granting an easement to the El Paso Electric Company to provide electrical power to property located between Global Reach Dr. and George Perry Boulevard, legally described as 0.196-acre parcel of land more or less being a portion of Lot 1, Block 1, Butterfield Trail Aviation Park Unit One, (File Clerk's No. 98063155, Plats Records, El Paso County, Texas) City of El Paso, El Paso County, Texas.

APPROVED this _____ day of _____, 2022.

THE CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:



Samuel Rodriguez, P.E.
Director of Aviation

THE STATE OF TEXAS §
 COUNTY OF EL PASO §

**UNDERGROUND ELECTRICAL AND
 TRANSFORMER PAD EASEMENT**

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

**A PORTION OF LOT 1, BLOCK 1, BUTTERFIELD TRAIL AVIATION PARK UNIT ONE, EL PASO
 COUNTY, TEXAS**

The easement is as depicted in Exhibit "A" and "B"

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

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

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

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

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

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

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

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

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

GRANTOR:
THE CITY OF EL PASO

Tomás González,
City Manager

APPROVED AS TO FORM:

Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

Samuel Rodriguez, P.E.
City Engineer

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on the _____ day of _____, 2020____
by Tommy Gonzalez as City Manager of the City of El Paso.

Notary Public in and for
the State of Texas

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

GRANTEE:
EL PASO ELECTRIC COMPANY

By: _____
Printed Name: Aurea D. Garcia
Title: Supervisor – Land Management

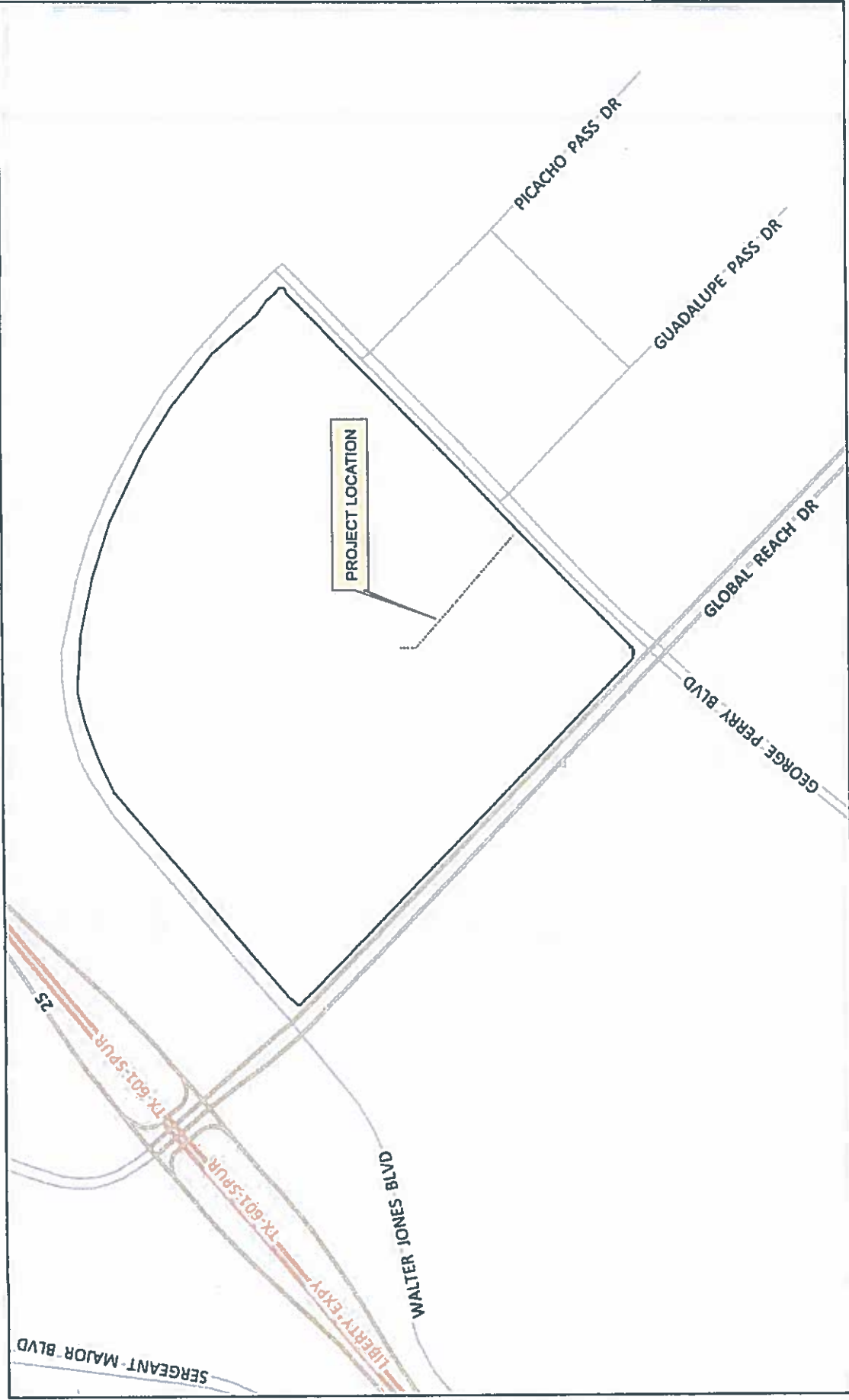
ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on the _____ day of _____, 2020____
by Aurea D. Garcia as Supervisor - Land Management of El Paso Electric Company, on behalf of
the El Paso Electric Company, a Texas corporation.

Notary Public in and for
the State of Texas

EXHIBIT "A"



NOT TO SCALE



LEGEND (NOT ALL SYMBOLS APPLY)

	PADMOUNT TRANSFORMER		UNDERGROUND EASEMENT
	ANCHOR EASEMENT		OVERHEAD EASEMENT
	SWITCH GEAR		OVERHEAD/UNDERGROUND EASEMENT
			EXISTING POWERLINE

WORK ORDER(S): DT055941

INITIALS _____

DATE: 10/21/2021

EXHIBIT "B"

Prepared For: El Paso Water Utilities

Date: 10-12-2021

Being a portion of Lot 1, Block 1 Butterfield Trail Aviation Park Unit One

City of El Paso, El Paso County, Texas

W.O. # 090221-2

METES AND BOUNDS DESCRIPTION

Description of a 0.196-acre parcel of land more or less being a portion of Lot 1, Block 1, Butterfield Trail Aviation Park Unit One, (File Clerk's No. 98063155, Plat Records, El Paso County, Texas) City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows to wit:

Commencing at a city monument located at the centerline intersection of George Perry Boulevard (120-Foot Right-of-Way) and Guadalupe Pass Drive (76-Foot Right-of-Way, Butterfield Trail Aviation Park Unit Three, File Clerk's Number 20080086111, Plat Records, El Paso County, Texas) from which a found city monument at the intersection of George Perry Boulevard and Picacho Pass Drive (76-Foot Right-of-Way) bears North $48^{\circ}46'10''$ East along the center line of George Perry Boulevard, a distance of 955.72 feet (956.00 Record); Thence, continuing along said centerline South $48^{\circ}46'10''$ West, a distance of 176.09 feet to a point, Thence, North $41^{\circ}13'50''$ West, a distance of 70.00 feet to point being on the northerly right-of-way line of a 10-foot electric easement line (Butterfield Trail Aviation Park Unit One File Clerk's No. 98063155, Plat Records, El Paso County, Texas) being the Point of Beginning of this description;

Thence South $48^{\circ}46'40''$ West, a distance of 10.00 feet to a point;

Thence North $41^{\circ}15'09''$ West, a distance of 747.61 feet to a point;

Thence North $00^{\circ}02'42''$ East a distance of 88.00 to a point;

Thence North $89^{\circ}57'18''$ West, a distance of 4.00 feet to a point;

Thence North $00^{\circ}02'42''$ East, a distance of 12.00 feet to a point;

Thence South $89^{\circ}57'18''$ East, a distance of 18.00 feet to a point;

Thence South $00^{\circ}02'42''$ West, a distance of 12.00 feet to a point;

Thence North $89^{\circ}57'18''$ West, a distance of 4.00 feet to a point;

Thence South $00^{\circ}02'42''$ West, a distance of 84.23 feet to a point;

Thence South $41^{\circ}15'09''$ East, a distance of 743.84 feet to the Point of Beginning and containing in all 8,535 square feet or 0.196 acres of land more or less.

Charles H. Gutierrez

11-03-2021

CHARLES H. GUTIERREZ R.P.L.S. 5572

H2O-Terra



BOUNDARY SURVEY

WELL BIA

A PORTION OF LOT 1, BLOCK 1, IN THE CITY OF EL PASO, TEXAS, AS SHOWN ON THE PLAT RECORDED IN THE PUBLIC RECORDS OF EL PASO COUNTY, TEXAS, FILED UNDER THE NAME OF CHARLES HENRY GUTIERREZ, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5572, STATE OF TEXAS.

DATE: OCTOBER 11, 2021
 FIELD: CHAS HENRY GUTIERREZ
 OFFICE: CHAS HENRY GUTIERREZ
 FILE: CHAS HENRY GUTIERREZ
 SCALE: 1" = 100'
 REVISIONS: NONE

AREA = 8.533 ac. ± or 0.195 ac. ±

PREPARED FOR: EL PASO WATER

FLUING INFORMATION

WELL BIA

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 FILE: CHAS HENRY GUTIERREZ
 SCALE: 1" = 100'
 REVISIONS: NONE

AREA = 8.533 ac. ± or 0.195 ac. ±

PREPARED FOR: EL PASO WATER

EXISTING WATER LINE

EXISTING SEWER LINE

12' x 18' TRANSFORMER EASEMENT SEE DETAIL:

PROPOSED 100' WATERLINE EASEMENT

PROPOSED 100' SEWER EASEMENT

CHAIN LINK FENCE

GEORGE PERRY BOULEVARD

PEACOCK PASS OR 78-FOOT RIGHT-OF-WAY

GUADALUPE PASS OR 78-FOOT RIGHT-OF-WAY

ELECTRIC EASEMENT 100'

ELECTRIC PULL BOX

PEACOCK PASS OR 78-FOOT RIGHT-OF-WAY

GUADALUPE PASS OR 78-FOOT RIGHT-OF-WAY

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ELECTRIC EASEMENT

EPIA Addendum to EPEC Easement - FAA

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

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

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

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

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

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

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

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



Legislation Text

File #: 22-17, 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 2, 3, and 5

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 Council approves a Change Order to the Montana Corridor RTS project, Contract No. 2018-836 with Venegas Engineering Management and Construction, Inc., in the amount of ONE HUNDRED THIRTY THREE THOUSAND ONE HUNDRED FIFTY FIVE AND 22/100 DOLLARS (\$133,155.22) for the additional cost related to the additional wiring with an increased gauge and additional conduit required to account for relocated electrical services. This notice provides for the additional scope of work, which allows for additional capacity to the awarded contract. The new contract sum, including this change order notice is Twenty Million Forty Six Thousand One Hundred Seven and 45/100 Dollars (\$20,046,107.45). The City Manager is authorized to establish the funding sources and make any necessary budget transfers.

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

DEPARTMENT: Capital Improvement

AGENDA DATE: January 4, 2022

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

DISTRICT(S) AFFECTED: 2, 3, and 5

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

SUBJECT:

That the City Council approves a Change Order to the Montana Corridor RTS project, Contract No. 2018-836 with Venegas Engineering Management and Construction, Inc., in the amount of ONE HUNDRED THIRTY THREE THOUSAND ONE HUNDRED FIFTY FIVE AND 22/100 DOLLARS (\$133,155.22) for the additional cost related to the additional wiring with an increased gauge and additional conduit required to account for relocated electrical services. This notice provides for the additional scope of work, which allows for additional capacity to the awarded contract. The new contract sum, including this change order notice is Twenty Million Forty Six Thousand One Hundred Seven and 45/100 Dollars (\$20,046,107.45). The City Manager is authorized to establish the funding sources and make any necessary budget transfers.

BACKGROUND / DISCUSSION:

The Montana Rapid Corridor Transit System (RTS) project contains station canopy shelters that require the furnishing and installation of electrical services. Site constraints forced installation of services farther than anticipated requiring increased lengths and thickness on electrical cabling. As a result, additional wiring with an increase in gauge, additional conduit and bores were required for the relocated services to accommodate the proposed service loads. Affected stations include Station 01 Copia IB/OB, Station 02 Huckleberry IB/OB, Station 03 Geronimo IB/OB, Station 08 McRae OB, Station 09 Lorne OB, Station 11 George Dieter IB/OB, Station 12 Saul Kleinfeld IB/OB and Station 13 Tierra Este IB/OB. The contractor and city have negotiated and have agreed on a fair and reasonable cost for these additional components. This change order is within the project budget.

COUNCIL REPRESENTATIVE BRIEFING:

Was a briefing provided? ☐ Yes or ☒ Not Applicable (Routine)

If yes, select the applicable districts.

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

PRIOR COUNCIL ACTION:

DATE AWARDED BY COUNCIL – December 11, 2018 – City Council Awards Solicitation No. 2018-836,
CSJ 0374-02-089 to Venegas Engineering Management and Construction, Inc.

AMOUNT AND SOURCE OF FUNDING:

Total = \$133,155.22

FTA/FHWA

\$9,645.85 – City

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:

Gvette Hernandez

RESOLUTION

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

That the City Council approves a Change Order to the Montana Corridor RTS project, Contract No. 2018-836 with Venegas Engineering Management and Construction, Inc., in the amount of ONE HUNDRED THIRTY THREE THOUSAND ONE HUNDRED FIFTY FIVE AND 22/100 DOLLARS (\$133,155.22) for the additional cost related to the additional wiring with an increased gauge and additional conduit required to account for relocated electrical services. This notice provides for the additional scope of work, which allows for additional capacity to the awarded contract. The new contract sum, including this change order notice is Twenty Million Forty Six Thousand One Hundred Seven and 45/100 Dollars (\$20,046,107.45). The City Manager is authorized to establish the funding sources and make any necessary budget transfers.

APPROVED THIS _____ DAY OF _____ 2022.


CITY OF EL PASO:

Oscar Leoser
Mayor

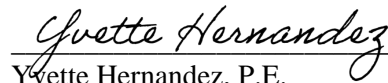
ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

 (for) _____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT

 _____
Yvette Hernandez, P.E.
Director of Capital Improvement Department

Contract Change Order Coversheet /Checklist
City of El Paso Capital Improvements Department

Project Name: Montana RTS Improvements Date Received: August 16, 2021

Solicitation Number: CSJ 0374-02-089 / Sol 2018-836 Contractor: Venegas Engineering Management and Construction, Inc. (VEMAC)

Change Order Number: CO #13 Date CO was identified: May 5, 2021

Funding Type: QOL ☐ General Fund ☐ TX DOT ☒ CDBG ☐ AIRPORT ☐ FTA ☒ FAA ☐

Contingency: Original Budget \$1,772,194.87 Current Remaining Budget \$1,378,391.73 (after CO#13) PO No.(s) 2000000322

Identified by: DOR ☐ Contractor ☒ User Dept. ☐ CID ☒ Other ☐ (identify: _____)

Impacts: Cost \$133,155.22 Time* 0workweek days (Check all that Apply) * Identify Schedule activity impacted, **attach** frag-net justifying time.

No change order shall be approved unless work is ordered in writing by the Owner Designated Rep

If Written Order provided prior to formal execution of CO **attach** copy of the written directive, and justification, as why the direction was necessary prior to a formal agreement. Attach concurrence of representative having authority to execute change order(s) for the city of El Paso, Contract Specific by Resolution. If formal RFP was provided to contractor **attach** copy. If E-mail was direction provided to contractor attach Copy.

REFER TO THE ATTACHED DOCUMENTATION.

Change order Type Check One: Mandatory ☒ Discretionary ☐ (Mandatory Violets Written code/standard, or will not function for intended purpose)

If mandatory **attach** justification, Direction from DOR and /or code/ standards references that the CO corrects, or Documentation from User Department Head explaining why the change is required

Differing site condition	_____	Engineering Change/Construction Deficiency	_____
User requested Change **	<u>X</u>	Substitution Contractor initiated	_____
Designer Directive (ASI)	_____	Error and omission	_____
Value Engineering Change	_____	Quantity Adjustment	_____
Other	_____		

** Identify Funding source Funding from FHWA & FTA Grant Funded Projects **attach** Concurrence of Grant Funded Programs Director

Justification: **Change Item #01:** As part of the coordination with El Paso Electric Company (EPECo), the service location resulted to be far away from the anticipated location at Station 01 Copia IB/OB, Station 02 Huckleberry IB/OB, Station 03 Geronimo OB, Station 08 McRae OB, Station 09 Lorne OB, Station 11 IB/OB, Station 12 Saul Kleinfeld IB/OB and Station 13 Tierra Este IB/OB. As a result, additional wiring with an increase in gauge and additional conduit & bores were required to account for the relocated services and to accommodate the proposed service loads.

Costs related to new items on this change order were reviewed, validated and approved by CID. Costs related to increase and decrease of quantities were based on current bid items and were found to be reasonable. No additional time was required or granted with this change.

Work at these stations did not affect the critical path and was adjusted to fit in the project schedule.

THIS CHANGED, CLASSIFIED AS OTHER CONDITION, WAS REQUESTED AND APPROVED BY CID.

Final amount increased due to additional quantities required which were not initially accounted during the RFP process. Final Negotiated amount is based on actual quantities and approved unit pricing.

REFER TO ATTACHED DOCUMENTATION.

Method Utilized for implementing change

(Reference general conditions 2.5.2) Check all that apply

. 1	Unit Bid Prices Previously Approved	<u>X</u>	(attach Copy of supporting documents)
. 2	An Agreed upon Lump Sum	<u>X</u>	(Attach record of Negotiations, and Cost Analysis)
. 3	Actual Cost (Force Account Change)	_____	(Attach Detailed record as per 2.2.5.2.3)

Cost/Price/Time Analysis

Attach Copy of analyst justifying cost and quantities

Contractors Original Proposal on NEW ITEMS: \$31,656.69

Final Negotiated amount on NEW ITEMS: \$134,309.49

NET Amount due to Qty Increase/Decrease: \$(1,154.27)

FINAL Amount on approved CO: \$133,155.22

Time: Requested 0-workweek days, justified 0 workweek days

Independent Cost Estimate prepared Yes X No ☐ Validated, Vendor Quotes, Published Data, Previously agreed Costs, Other (attach documentation of cost analysis)

Contract Change Reference: Reference Plan /Spec change, Describe Change (Attach additional sheets if necessary)

Narrative Description of Change SOW: Refer to Change Order for detailed scope of work.

Existing Drawing Reference: Sheets 296, 303, 304, 311, 354, 366, 367, 379, 380, 389, 390, 398 and 399.

Existing Specification Reference: Item ELP 19 Electrical Services, ELP 20 Ground Boxes, ELP 25 Electrical Conduit and ELP 26 Electrical Conductors remain unchanged.

New Drawings/Specifications Reference: No new nor revisions were issued. Contractor will incorporate changes in the as-built drawings.

User Department Concurrence (if required): _____ Print Name _____

Requested by Project /Construction Manager: _____ 12/15/2021 Print Name _____

Recommended for Approval by City Engineer: _____ Date: _____

Michael J. Vonasek, P.E.
Assistant Director Construction

CITY OF EL PASO CONSTRUCTION CHANGE ORDER

CONSTRUCTION CHANGE ORDER NO.: **13**

DATE: **December 13, 2021**

☒

SCOPE CHANGE

PROJECT: **Montana RTS Improvements**

SOLICITATION NO.:

CSJ 0374-02-089
Solicitation 2018-836

☒

CONSTRUCTION CHANGE

Original Contract Amount:	\$	19,583,784.49
Net Change by previous Change Orders:	\$	329,167.74
Net Change by previous Construction Quantity Notices:	\$	-
Amount of this Construction Change Order:	\$	133,155.22
New Amended Contract Amount:	\$	20,046,107.45
Change Order Percentage:		2.36%

Contract Time to Final Completion	373
Total days added due to Change Orders and CQN's	71
Total days added for this Change Order	0
New Contract Time to Final Completion:	444
Estimated FINAL Completion Due Date	Mar 2, 2022

CONTRACTOR NAME: **Venegas Engineering Management and Construction, Inc.**

PLEASE PROVIDE A DETAILED SCOPE OF WORK OF THE CHANGE ORDER (SEE BACK FOR REASON/JUSTIFICATION):

• **Change Item #01:** Furnish and install additional electrical conductors, additional electrical conduit & bores, and additional ground boxes at Station 01 Copia IB/OB, Station 02 Huckleberry IB/OB, Station 03 Geronimo OB, Station 08 McRae OB, Station 09 Lorne OB, Station 11 IB/OB, Station 12 Saul Kleinfeld IB/OB and Station 13 Tierra Este IB/OB.

- **Scope of Work:** Scope of work includes furnishing and installing conduit; hanging, strapping, jacking, boring, tunneling, trenching, furnishing and placing backfill, encasing in steel or concrete; replacing pavement structure, sod, riprap, curbs, or other surface; marking location of conduit; furnishing and installing fittings, junction boxes, and expansion joints; furnishing, installing, and testing electrical conductors; furnishing and installing breakaway connectors; furnishing, installing and connecting all components including poles, service supports, foundations, anchor bolts, riprap, enclosures, switches, breakers, service conduit, fittings, service conductors, grounding conductors, ground bus bar, ground rods, weather-proof junction boxes, splice kits, wire connectors, meter housings, fuses, wireways, brackets, bolts, hangers, hardware; and for materials, equipment, labor, tools, and incidentals as needed to complete the work.

- **Specifications:** Item *ELP 19 Electrical Services, ELP 20 Ground Boxes, ELP 25 Electrical Conduit* and *ELP 26 Electrical Conductors* remain unchanged.

- **Drawings:** Sheets 296, 303, 304, 311, 354, 366, 367, 379, 380, 389, 390, 398 and 399 remain unchanged. Contractor will incorporate the changes in the as-built drawings.

- **Cost and Bid Schedule:** Compensation for the additional scope of work will be done as follows:

ADD the following new contract items:

BB1 - 159 ELP0 CO#13.01A LENGTH OF #2 AWG CABLE with an estimated quantity of 580-LF and at a negotiated unit price of \$6.24/LF.
BB1 - 160 ELP-26-5 CO#13.01B LENGTH OF #4 AWG CABLE with an estimated quantity of 1,285-LF and at a current contract unit price of \$4.04/LF.
BB1 - 161 ELP0 CO#13.01C LENGTH OF #2/0 AWG CABLE with an estimated quantity of 1,110-LF and at a negotiated unit price of \$8.90/LF.
BB1 - 162 ELP-26-2 CO#13.01D LENGTH OF #3/0 AWG CABLE with an estimated quantity of 2,745-LF and at a current contract unit price of \$11.76/LF.
BB1 - 163 ELP0 CO#13.01E LENGTH OF #4/0 AWG CABLE with an estimated quantity of 1,740-LF and at a negotiated unit price of \$10.48/LF.
BB1 - 164 ELP-25-3 CO#13.01F (PVC)(SCHD 40)(3") with an estimated quantity of 1,150-LF and at a negotiated unit price of \$19.35/LF.
BB1 - 165 ELP-25-4 CO#13.01G (PVC)(BORE)(SCHD 40)(3") with an estimated quantity of 345-LF and at a negotiated unit price of \$32.57/LF.
BB2 - 240 ELP0 CO#13.01H LENGTH OF #4/0 AWG CABLE with an estimated quantity of 2,055-LF at a negotiated unit price of \$10.48/LF.
BB2 - 241 ELP-19-1 CO#13.01I SVC. POINT ELECT. METER & POLE (OVERHEAD) with an estimated quantity of 1-EA at a current contract unit price of \$10,077.94/EA.
 Therefore, a total amount of **\$134,309.49** in new contract items.

- CONTINUED IN NEXT PAGE.

0

TOTAL CHANGE ORDER AMOUNT: **\$ 133,155.22**

CONTRACTOR

I, _____, of _____ agree and accept the terms and conditions of this change order.

Signature: _____

Date: _____

CITY OF EL PASO (OWNER)

I, **Sam Rodriguez, P.E.** of the City of El Paso hereby authorize and direct the Contractor to proceed with additional work as described in this form.

Signature: _____

Date: _____

Sam Rodriguez, P.E., City Engineer

CITY OF EL PASO CONSTRUCTION CHANGE ORDER - Pg. 2

CONSTRUCTION CHANGE ORDER NO.: 13		DATE: December 13, 2021		<div style="border: 1px solid black; padding: 2px; display: inline-block;">X</div>	SCOPE CHANGE
PROJECT: Montana RTS Improvements		SOLICITATION NO.: CSJ 0374-02-089 Solicitation 2018-836		<div style="border: 1px solid black; padding: 2px; display: inline-block;">X</div>	CONSTRUCTION CHANGE

Original Contract Amount: \$	19,583,784.49		Contract Time to Final Completion	0
Net Change by previous Change Orders: \$	329,167.74		Total days added due to Change Orders and CQN's	0
Net Change by previous Construction Quantity Notices: \$	-		Total days added for this Change Order	0
Amount of this Construction Change Order: \$	133,155.22		New Contract Time to Final Completion:	0
New Amended Contract Amount: \$	20,046,107.45		Estimated FINAL Completion Due Date	Mar 2, 2022
Change Order Percentage:	2.36%			

CONTRACTOR NAME: Venegas Engineering Management and Construction, Inc.

PLEASE PROVIDE A DETAILED SCOPE OF WORK OF THE CHANGE ORDER (SEE BACK FOR REASON/JUSTIFICATION):

INCREASE the quantity on the following items:

BB1-141 ELP-19-2 SERVICE POINT - CUSTOM (OVERHEAD) by 1-EA at the current contract unit price of \$15,833.12/EA.
BB1-152 ELP-20-1 TRAFFIC RELATED GROUND BOXES QUAZITEC PC STYLE 24x12x12 by 4-EA at the current contract unit price of \$2,597.11/EA.
BB2-204 ELP-19-2 SERVICE POINT - CUSTOM (OVERHEAD) by 1-EA at the current unit price of \$15,833.12/EA.
BB2-206 ELP-20-1 TRAFFIC RELATED GROUND BOXES QUAZITEC PC STYLE 24x12x12 by 2-EA at the current unit price of \$2,597.11/EA.
BB2-207 ELP-25-1 (PVC) (SCHD 40) (2") by 111-LF at the current unit price of \$17.82/LF.
BB2-209 ELP-25-3 (PVC) (SCHD 40) (3") by 610-LF at the current contract unit price of \$19.35/LF.
BB2-210 ELP-25-4 (PVC) (BORE) (SCHD 40) (3") by 160-LF at the current unit price of \$32.57/LF.
BB2-214 ELP-26-2 LENGTH OF #3/0 AWG CABLE by 960-LF at the current unit price of \$11.76/LF.
BB2-217 ELP-26-5 LENGTH OF #4 AWG CABLE by 320-LF at the current unit price of \$4.04/LF.
BB2-218 ELP-26-6 LENGTH OF #8 AWG CABLE by 450-LF at the current unit price of \$3.10/LF.

Therefore, a total amount of **\$80,219.02** in increase of quantities from current contract items.

DECREASE the quantity on the following items:

BB1-140 ELP-19-1 SVC. POINT ELECT. METER & POLE (OVERHEAD) by 1-EA at the current contract unit price of \$10,077.94/EA.
BB1-142 ELP-25-1 (PVC) (SCHD 40) (2") by 318-LF at the current contract unit price of \$17.82/LF.
BB1-143 ELP-25-2 (PVC) (BORE) (SCHD 40) (2") by 230-LF at the current contract unit price of \$28.51/LF.
BB1-146 ELP-26-3 LENGTH OF #1 AWG CABLE by 2,727-LF at the current contract unit price of \$6.92/LF.
BB1-147 ELP-26-6 LENGTH OF #8 AWG CABLE by 909-LF at the current contract unit price of \$3.10/LF.
BB2-203 ELP-19-1 SVC. POINT ELECT. METER & POLE (OVERHEAD) by 3-EA at the current contract unit price of \$8,810.44/EA.
BB2-208 ELP-25-2 (PVC) (BORE) (SCHD 40) (2") by 213-LF at the current contract unit price of \$28.51/LF.
BB2-215 ELP-26-3 LENGTH OF #1 AWG CABLE by 705-LF at the current contract unit price of \$6.92/LF.

Therefore, a total amount of **(\$81,373.29)** in decrease of quantities from current contract items.

The new change item totals an amount of \$133,155.22.

- **Time:** The critical path is not affected by this change; therefore, no additional time was justified/granted.

Work described above shall be performed in accordance to applicable specifications, special provisions, terms and conditions of the original contract. Unless specifically noted, this Change Order addresses all compensation for time and costs, including all direct and indirect costs associated with the above scope of work.

- SUMMARY:

INCREASE contract amount by **\$133,155.22**.
NO CHANGE in contract time.

STANDARD WORKWEEK DAYS ADDED TO COMPLETION TIME: 0

TOTAL CHANGE ORDER AMOUNT: \$ 133,155.22

CONTRACTOR

I, _____, of _____ agree and accept the terms and conditions of this change order.

Signature: _____

Date: _____

CITY OF EL PASO (OWNER)

I, **Sam Rodriguez, P.E.** of the City of El Paso hereby authorize and direct the Contractor to proceed with additional work as described in this form.

Signature: _____

Date: _____

Sam Rodriguez, P.E., City Engineer

CITY OF EL PASO CONSTRUCTION CHANGE ORDER - Pg. 3

CONSTRUCTION CHANGE ORDER NO.: 13		DATE: December 13, 2021		<input checked="" type="checkbox"/>	SCOPE CHANGE
PROJECT: Montana RTS Improvements		SOLICITATION NO.: CSJ 0374-02-089 Solicitation 2018-836		<input checked="" type="checkbox"/>	CONSTRUCTION CHANGE

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 20%;">Project Number</td><td>PCP 11MT050</td></tr> <tr><td>Class</td><td>28330</td></tr> <tr><td>Department</td><td>190</td></tr> <tr><td>Fund</td><td>4530, 4743, 4950, 4746</td></tr> <tr><td>Account</td><td>580270</td></tr> </table>	Project Number	PCP 11MT050	Class	28330	Department	190	Fund	4530, 4743, 4950, 4746	Account	580270	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 20%;">Project Number</td><td>PCP 11MT050</td></tr> <tr><td>Class</td><td>28330</td></tr> <tr><td>Department</td><td>190</td></tr> <tr><td>Fund</td><td>4530, 4743, 4950, 4746</td></tr> <tr><td>Account</td><td>580270</td></tr> </table>	Project Number	PCP 11MT050	Class	28330	Department	190	Fund	4530, 4743, 4950, 4746	Account	580270	PURCHASE ORDER # 2000000322
Project Number	PCP 11MT050																					
Class	28330																					
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Class	28330																					
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Fund	4530, 4743, 4950, 4746																					
Account	580270																					

CONTRACTOR NAME: **Venegas Engineering Management and Construction, Inc.**

PROVIDE REASON/JUSTIFICATION FOR CHANGE ORDER:

• **Change Item #01:** As part of the coordination with El Paso Electric Company (EPECo), the service location resulted to be far away from the anticipated location at Station 01 Copia IB/OB, Station 02 Huckleberry IB/OB, Station 03 Geronimo OB, Station 08 McRae OB, Station 09 Lorne OB, Station 11 IB/OB, Station 12 Saul Kleinfeld IB/OB and Station 13 Tierra Este IB/OB. As a result, additional wiring with an increase in gauge and additional conduit & bores were required to account for the relocated services and to accommodate the proposed service loads.

Costs related to new items on this change order were reviewed, validated and approved by CID.

Costs related to increase and decrease of quantities were based on current bid items and were found to be reasonable.

No additional time was required or granted with this change.

Work at these stations did not affect the critical path and was adjusted to fit in the project schedule.

THIS CHANGED, CLASSIFIED AS OTHER CONDITION, WAS REQUESTED AND APPROVED BY CID.

- REFER TO ATTACHMENTS FOR ADDITIONAL BACKUP DOCUMENTATION.

STANDARD WORKWEEK DAYS ADDED TO COMPLETION TIME: **0**

TOTAL CHANGE ORDER AMOUNT: **\$ 133,155.22**

Project Manager recommends approval: _____

Alex Avila

Project Manager

Engineering Division Manager recommends approval: _____

Margaret K Schroeder

Engineering Division Manager

Financing Department approval: _____
(if Required)

REQUEST FOR PO INCREASE/DECREASE FOR CHANGE ORDER

PURCHASE ORDER #	2000000322
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CONTRACTOR NAME:	Venegas Engineering Management and Construction, Inc.
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AS A RESULT OF THIS CHANGE ORDER, PLEASE MAKE THE FOLLOWING ADJUSTMENT TO THE PURCHASE ORDER:

LINE	ADDED AMOUNT
------	--------------

Line 8	\$	9,645.85
line 9	\$	38,583.40
line 10	\$	84,925.97

TOTAL NET CHANGE TO
PURCHASE ORDER

\$ 133,155.22

(should match cost below)

Additional funding/direction:

Line 8							
Account	Dept	Fund	Division	Program	Project	Grant	Amount
580272	190	4746	38290		PCP11MT050		\$ 9,645.85

Line 9							
Account	Dept	Fund	Division	Program	Project	Grant	Amount
580272	190	3210	38290		PCP11MT050		\$ 38,583.40

Line 10							
Account	Dept	Fund	Division	Program	Project	Grant	Amount
580272	190	4950	38290		PCPMT050		\$ 84,925.97

TOTAL CHANGE ORDER AMOUNT: \$ 133,155.22

Project Manager recommends approval: Alex Arila
Project Manager

Engineering Division Manager recommends approval: Margaret K Schroeder
Engineering Division Manager

Financing Department approval:
(if Required)

Attachment 1, 20 S-2 Documenting Change Order Cost Reasonableness, Sample Summary, Page 1

Contract Change Order Documentation Summary and Determination of Cost Reasonableness:

Contract Name: Montana RTS Improvements

Solicitation /Project Number: CSJ 0374-02-089 / Solicitation No. 2018-836

Change Order Number: CO #13 – Item 013.01

Prepared By: ECM International, Inc.

RFP:

In response to an (Select one and entry number and date) RFP number RFP#010 or Field Directive number _____ dated June 25, 2021 (Attach Copy). Or In response to (describe the situation that resulted in the unsolicited proposal) _____ and unsolicited proposal was provided . (RFP #010 entailed new items of work not in the contract ONLY.)

Initial Cost Estimate:

Check all that apply:

_____ No initial estimate of the change order costs was attempted. (Attach Justification countersigned by assigned DM).

_____ A ROM Estimate in the amount of \$ _____ was prepared on _____ attach copy

X A Detailed Estimate in the amount of \$27,002.45 was prepared on September 1, 2021 attach copy. (For new contract items only and based on the original takeoff from RFI #110 Electrical Services Issue).

_____ The Design Consultant provided a detailed estimate in the amount of \$ _____ was prepared on _____ attach copy.

Contractors Proposal:

The contractor provided a proposal Dated August 16, 2021 (attach copy) in the amount of \$31,656.69 and requesting 0 Calendar/Working days . (For new contract items only and based on the original takeoff from RFI #110 Electrical Services Issue, the proposal did not include quantity changes).

The proposal was reviewed as to the required Scope of work and found to accurately reflect the Scope of Work **Yes X No**_. If No, a formal revision was requested on this date _____ (attach Copy(s) of request) and received date _____ , in the amount of _____ and requesting _____ Calendar/Working days **Or Check if applicable** _____ after review with assigned DM the city elected to proceed with negotiations and address the scope inconsistencies in Negotiations without a proposal revision (list inconsistencies to be addressed in negotiations). Unit pricing for new items was approved, however, final take-off on new items and existing items resulted in an increase in the final change order amount.

Attach continuation sheet if necessary

Attachment 1, 20 S-2 Documenting Change Order Cost Reasonableness, Sample Summary, Page 2

Cost evaluation: Cost reasonableness was determined using the following methods check all that apply.

☒ Utilizing existing Bid Item

☒ Price Analysis

☐ Cost Analysis

(Provide narrative description for each method utilized and how reasonableness was determined) Attach mark up a proposal with negotiation objectives, including accepted cost, Dated and initialed by the Preparer and Assigned Division Manager. Label Marked UP Proposal:

Narrative description of determination of reasonableness: (Attach Continuation sheets as necessary, include detailed table showing Proposed/Objective /and Negotiated when appropriate. (Sample included)

Narrative:

Upon coordination with El Paso Electric Company (EPECo), electrical services to the Stations had to be relocated due to unforeseen conflicts not within the Owner's nor Contractor's control. In general, the conflicts were generated due to the unavailability to get a service connection from the service points originally identified on the plans. The new locations resulted to be farther away from the original locations, thus, requiring additional wiring, ground boxes, underground conduit, and bore crossings.

Due to the relocation of electrical services, an increase in wire gauge was necessary to account for the required service loads. A request for proposal, was issued requesting pricing on three (3) new wiring items not in the contract that included: #2 AWG, #2/0 AWG and #4/0 AWG cable. Quantities for these items were estimated based on the stations affected and originally identified under RFI #110 (Station 08 McRae OB, Station 09 Lorne OB, Station 12 Saul Kleinfeld OB, and Station 13 Tierra Este OB). Contractor's proposal totaled an amount of **\$31,656.69** for new wiring items and identified stations under RFI #110.

The Contractor's proposal **DID NOT** include quantity changes on electrical conduit and bores resulting from the relocation of the electrical services as it was agreed to overrun the current contract items for such (summary on increase/decrease of quantities is presented on Work Change Directive #22).

An itemized opinion of construction cost based on RSMeans data and historic production rates for the **NEW ELECTRICAL CONDUCTOR** items was developed. Labor, equipment, and material costs were estimated based on observed and historic production and hourly rates. Equipment and materials rates were estimated via validated material quotes of suppliers from the local market. Applicable TxDOT markups were incorporated into each category and a total estimated construction cost of **\$27,002.45** was calculated.

CID concurred and approved the proposed unit pricing on the new wiring items. No additional time was granted as the electrical work remains concurrent with other work activities in the project.

In summary, the NEW items added to the contract and validated are:

- BB1 – 159 ELP0 CO#13.01A LENGTH OF #2 AWG CABLE
- BB1 – 161 ELP0 CO#13.01C LENGTH OF #2/0 AWG CABLE
- BB1 – 163 ELP0 CO#13.01E LENGTH OF #4/0 AWG CABLE
- BB2 – 240 ELP0 CO#13.01H LENGTH OF #4/0 AWG CABLE

However, after further coordination with EPECo and the Contractor, additional Stations were identified requiring adjustments to the electrical services including Station 01 Copia IB/OB, Station 02 Huckleberry IB/OB, Station 03 Geronimo OB, Station 11 George Dieter IB/OB, Station 12 Saul Kleinfeld IB, and Tierra Este IB. These changes generated an increase/decrease of existing bid item quantities and an increase/decrease of new wiring items as well. A detailed breakdown of the quantity change per station is found on the Work Change Directive #22.

As part of the change order, existing items of work are being added to Base Bid 1 and Base Bid 2, respectively. Items will be incorporated into Base Bid 1 and Base Bid 2 at the current contract unit pricing, respectively. These changes are required to compensate the contractor for the additional scope of work resulting from the electrical changes **under the respective Base Bid. Contractor agreed to maintain contract unit pricing.** These changes include:

ADDED existing bid items to Base Bid 2 from Base Bid 1:

- BB1 - 160 ELP-26-5 CO#13.01B LENGTH OF #4 AWG CABLE
- BB1 - 162 ELP-26-2 CO#13.01D LENGTH OF #3/0 AWG CABLE
- BB1 - 164 ELP-25-3 CO#13.01F (PVC)(SCHD 40)(3")
- BB1 - 165 ELP-25-4 CO#13.01G (PVC)(BORE)(SCHD 40)(3")

ADDED existing bid items to Base Bid 1 from Base Bid 2:

- BB2 - 241 ELP-19-1 CO#13.01I SVC. POINT ELECT. METER & POLE (OVERHEAD)

Lastly and as previously mentioned, the additional scope of work warranted an increase and decrease of existing contract items as follow:

INCREASE of quantities in the following EXISTING items:

- BB1-141 ELP-19-2 SERVICE POINT - CUSTOM (OVERHEAD).
- BB1-152 ELP-20-1 TRAFFIC RELATED GROUND BOXES QUAZITEC PC STYLE 24x12x12.
- BB2-204 ELP-19-2 SERVICE POINT - CUSTOM (OVERHEAD).
- BB2-206 ELP-20-1 TRAFFIC RELATED GROUND BOXES QUAZITEC PC STYLE 24x12x12.
- BB2-207 ELP-25-1 (PVC) (SCHD 40) (2").
- BB2-209 ELP-25-3 (PVC) (SCHD 40) (3").
- BB2-210 ELP-25-4 (PVC) (BORE) (SCHD 40) (3").
- BB2-214 ELP-26-2 LENGTH OF #3/0 AWG CABLE.
- BB2-217 ELP-26-5 LENGTH OF #4 AWG CABLE.
- BB2-218 ELP-26-6 LENGTH OF #8 AWG CABLE.

DECREASE of quantities in the following CURRENT items:

- BB1-140 ELP-19-1 SVC. POINT ELECT. METER & POLE (OVERHEAD).
- BB1-142 ELP-25-1 (PVC) (SCHD 40) (2").
- BB1-143 ELP-25-2 (PVC) (BORE) (SCHD 40) (2").
- BB1-146 ELP-26-3 LENGTH OF #1 AWG CABLE.
- BB1-147 ELP-26-6 LENGTH OF #8 AWG CABLE.
- BB2-203 ELP-19-1 SVC. POINT ELECT. METER & POLE (OVERHEAD).
- BB2-208 ELP-25-2 (PVC) (BORE) (SCHD 40) (2").
- BB2-215 ELP-26-3 LENGTH OF #1 AWG CABLE.

In summary, the Contractor's original proposal of **\$31,656.69** did not reflect all the Stations requiring relocation and did not include changes to the contract quantities. Based on the final take-off for all affected stations and for total wiring, conduit and bore crossings required, the Change Order totaled an amount of **\$133,155.22**.

Work Change Directive #22 was issued to the Contractor that encompassed the additional scope of work related to the changes in Electrical Services with new items of work, increase of quantities, and decrease of quantities, respectively.

REFER TO THE BACKUP DOCUMENTATION.



Capital Improvement Department

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Henry Rivera

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Cissy Lizarraga

CITY MANAGER

Tommy Gonzalez

Work Change Directive No. 22

December 16, 2021

Venegas Engineering Management and Construction/VEMAC
Attn: Mr. Robert Martinez
Vice-President and Operations Manager
1919 E. Rio Grande Street
El Paso, Texas 79902

Subject: Montana RTS Improvements
Solicitation No. 2018-836
TxDOT CSJ No. 0374-02-089
Changes in the Electrical Service

Dear Mr. Martinez,

Please consider this letter as your field change directive to proceed with the additional scope of work related to the relocated electrical services at Station 01 Cobia IB/OB, Station 02 Huckleberry IB/OB, Station 03 Geronimo OB, Station 08 McRae OB, Station 09 Lorne OB, Station 11 IB/OB, Station 12 Saul Kleinfeld IB/OB and Station 13 Tierra Este IB/OB and in reference to Request for Information, *RFI #110*.

Scope of Work:

The additional scope of work includes furnishing additional wiring, additional conduit, additional ground boxes and modified electrical services in conformance to Items *ELP 19 Electrical Services, ELP 20 Ground Boxes, ELP 25 Electrical Conduit and ELP 26 Electrical Conductors*.

Purpose of Work Change Directive:

The purpose of this directive is to expedite the work described above and complete the electrical services work at the subject locations. The additional scope of work was requested and approved by the Capital Improvement Department (CID).

Yvette Hernandez, P.E. – Grant Funded Program Director
Capital Improvement Dept., 218 N. Campbell, El Paso, TX 79901



Capital Improvement Department

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CITY MANAGER

Tommy Gonzalez

Summarized Change in Drawings:

Sheets 296, 303, 304, 311, 354, 366, 367, 379, 380, 389, 390, 398 and 399 remain unchanged. Contractor will incorporate the changes in the as-built drawings.

Summarized Change in Specifications:

Item ELP 19 Electrical Services, ELP 20 Ground Boxes, ELP 25 Electrical Conduit and ELP 26 Electrical Conductors remain unchanged.

Estimated Change in Contract Amount:

The additional scope of work will be compensated as follows:

NEW Items to the Contract:

- BB1 - 159 ELP0 CO#13.01A LENGTH OF #2 AWG CABLE with an estimated quantity of 580-LF and at a negotiated unit price of \$6.24/LF, therefore, **\$3,619.20.**
- BB1 - 160 ELP-26-5 CO#13.01B LENGTH OF #4 AWG CABLE with an estimated quantity of 1,285-LF and at a current contract unit price of \$4.04/LF, therefore, **\$5,191.40.**
- BB1 - 161 ELP0 CO#13.01C LENGTH OF #2/0 AWG CABLE with an estimated quantity of 1,110-LF and at a negotiated unit price of \$8.90/LF, therefore, **\$9,879.00.**
- BB1 - 162 ELP-26-2 CO#13.01D LENGTH OF #3/0 AWG CABLE with an estimated quantity of 2,745-LF and at a current contract unit price of \$11.76/LF, therefore, **\$32,281.20.**
- BB1 - 163 ELP0 CO#13.01E LENGTH OF #4/0 AWG CABLE with an estimated quantity of 1,740-LF and at a negotiated unit price of \$10.48/LF, therefore, **\$18,235.20.**
- BB1 - 164 ELP-25-3 CO#13.01F (PVC)(SCHD 40)(3") with an estimated quantity of 1,150-LF and at a negotiated unit price of \$19.35/LF, therefore, **\$22,252.50.**
- BB1 - 165 ELP-25-4 CO#13.01G (PVC)(BORE)(SCHD 40)(3") with an estimated quantity of 345-LF and at a negotiated unit price of \$32.57/LF, therefore, **\$11,236.65.**
- BB2 - 240 ELP0 CO#13.01H LENGTH OF #4/0 AWG CABLE with an estimated quantity of 2,055-LF at a negotiated unit price of \$10.48/LF, therefore, **\$21,536.40.**
- BB2 - 241 ELP-19-1 CO#13.01I SVC. POINT ELECT. METER & POLE (OVERHEAD) with an estimated quantity of 1-EA at a current contract unit price of \$10,077.94/EA, therefore, **\$10,077.94.**

INCREASE of quantities in contract items:

- BB1-141 ELP-19-2 SERVICE POINT - CUSTOM (OVERHEAD) by 1-EA at the current contract unit price of \$15,833.12/EA, therefore, **\$15,833.12.**
- BB1-152 ELP-20-1 TRAFFIC RELATED GROUND BOXES QUAZITEC PC STYLE 24 x 12 x12 by 4-EA at the current contract unit price of \$2,597.11/EA, therefore, **\$10,388.44.**
- BB2-204 ELP-19-2 SERVICE POINT - CUSTOM (OVERHEAD) by 1-EA at the current unit price of \$15,833.12/EA, therefore, **\$15,833.12.**
- BB2-206 ELP-20-1 TRAFFIC RELATED GROUND BOXES QUAZITEC PC STYLE 24x12x12 by 2-EA at the current unit price of \$2,597.11/EA, therefore, **\$5,194.22.**

Yvette Hernandez, P.E. – Grant Funded Program Director

Capital Improvement Dept., 218 N. Campbell, El Paso, TX 79901



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Tommy Gonzalez

- BB2-207 ELP-25-1 (PVC) (SCHD 40) (2") by 111-LF at the current unit price of \$17.82/LF, therefore, **\$1,978.02.**
- BB2-209 ELP-25-3 (PVC) (SCHD 40) (3") by 610-LF at the current contract unit price of \$19.35/LF, therefore, **\$11,803.50.**
- BB2-210 ELP-25-4 (PVC) (BORE) (SCHD 40) (3") by 160-LF at the current unit price of \$32.57/LF, therefore, **\$5,211.20.**
- BB2-214 ELP-26-2 LENGTH OF #3/0 AWG CABLE by 960-LF at the current unit price of \$11.76/LF, therefore, **\$11,289.60.**
- BB2-217 ELP-26-5 LENGTH OF #4 AWG CABLE by 320-LF at the current unit price of \$4.04/LF, therefore, **\$1,292.80.**
- BB2-218 ELP-26-6 LENGTH OF #8 AWG CABLE by 450-LF at the current unit price of \$3.10/LF, therefore, **\$1,395.00.**

DECREASE of quantities in contract items:

- BB1-140 ELP-19-1 SVC. POINT ELECT. METER & POLE (OVERHEAD) by 1-EA at the current contract unit price of \$10,077.94/EA, therefore, **(\$10,077.94).**
- BB1-142 ELP-25-1 (PVC) (SCHD 40) (2") by 318-LF at the current contract unit price of \$17.82/LF, therefore, **(\$5,666.76).**
- BB1-143 ELP-25-2 (PVC) (BORE) (SCHD 40) (2") by 230-LF at the current contract unit price of \$28.51/LF, therefore, **(\$6,557.30).**
- BB1-146 ELP-26-3 LENGTH OF #1 AWG CABLE by 2,727-LF at the current contract unit price of \$6.92/LF, therefore, **(\$18,870.84).**
- BB1-147 ELP-26-6 LENGTH OF #8 AWG CABLE by 909-LF at the current contract unit price of \$3.10/LF, therefore, **(\$2,817.90).**
- BB2-203 ELP-19-1 SVC. POINT ELECT. METER & POLE (OVERHEAD) by 3-EA at the current contract unit price of \$8,810.44/EA, therefore, **(\$26,431.32).**
- BB2-208 ELP-25-2 (PVC) (BORE) (SCHD 40) (2") by 213-LF at the current contract unit price of \$28.51/LF, therefore, **(\$6,072.63).**
- BB2-215 ELP-26-3 LENGTH OF #1 AWG CABLE by 705-LF at the current contract unit price of \$6.92/LF, therefore, **(\$4,878.60).**

Quantities are estimated. Quantities will be field measured, quantified and paid accordingly. The increase in the contract amount is estimated to be **\$133,155.22.**

Estimated Increase in Contract Time:

Upon presentation by the Contractor, the impact to the critical path will be evaluated for the possibility of granting additional contract time. **No additional time is being contemplated for the additional scope of work as it remains concurrent with other on-going work activities.**

This is not a Change Order, but only a field directive to proceed with the changes summarized above. The Contract Sum and Contract Time may only be changed by an Executed Contract Change Order.

Yvette Hernandez, P.E. – Grant Funded Program Director
Capital Improvement Dept., 218 N. Campbell, El Paso, TX 79901



Capital Improvement Department

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Cissy Lizarraga

CITY MANAGER

Tommy Gonzalez

If you have any questions or comments, please don't hesitate to contact Alex Avila, CID Construction Superintendent, at (915) 478-3789 or AvilaAX@elpasotexas.gov.

Sincerely,

A handwritten signature in cursive script that reads "Yvette Hernandez".

Yvette Hernandez, P.E.

CID Grant Funded Programs Director

Attachments: *Refer to RFI #110 Electrical Services*
Redlined Drawings with Detailed Scope of Work

Cc: *Margaret Schroeder, P.E.* *Ismael Cepeda, P.E.*
Victoria Villareal *Alex Avila*
Project File

Yvette Hernandez, P.E. – Grant Funded Program Director
Capital Improvement Dept., 218 N. Campbell, El Paso, TX 79901



ECM International
 404 Executive Center Boulevard
 El Paso, Texas 79902
 P: (915) 351-1900
 F: (915) 351-1908

Project: 0374-02-089 Montana RTS Improvements
 Montana Avenue
 El Paso, Texas 79925

RFI #110: Electrical Services Issue

Status	Closed on 06/29/21		
To	Jose Reyes (Dannenbaum Engineering Corporation, LLC.) Silverio Villalobos (Dannenbaum Engineering Corporation, LLC.)	From	Rene Gonzalez (Venegas Engineering Management and Construction) 1919 Rio Grande Street El Paso, 79902
Date Initiated	Apr 21, 2021	Due Date	May 5, 2021
Location		Project Stage	Course of Construction
Cost Impact	Yes (Unknown)	Schedule Impact	Yes (Unknown)
Spec Section	ELP 19 - Electrical Services	Cost Code	
Drawing Number		Reference	
Linked Drawings	303 , 354 , 366 , 367 , 398 , 399		
Received From	Rene Gonzalez (Venegas Engineering Management and Construction)		
Copies To	Alex Avila (City of El Paso - Capital Improvement Department), Obed Cano (City of El Paso - Capital Improvement Department), Ismael Cepeda (City of El Paso - Capital Improvement Department), Gerardo Garcia (ECM International, Inc.), Rene Gonzalez (Venegas Engineering Management and Construction), Robert Martinez (Venegas Engineering Management and Construction), Eduardo Nunez (ECM International, Inc.), Alex Pedroza (City of El Paso - Capital Improvement Department), Jose Reyes (Dannenbaum Engineering Corporation, LLC.), Abel Salazar (Venegas Engineering Management and Construction), Daniel Urrutia (Venegas Engineering Management and Construction), Silverio Villalobos (Dannenbaum Engineering Corporation, LLC.), Victoria Villarreal (City of El Paso - Capital Improvement Department)		

Activity

Question	<p>Question from Rene Gonzalez Venegas Engineering Management and Construction on Tuesday, Apr 20, 2021 at 05:44 PM MDT</p> <p>Alex, As mentioned previously, please advise how to proceed with several stations (McRae, Huckleberry, Tierra Este, and Lorne) that the electrical service is too far away. Thank you, RG</p>
Official Response	<p>Response from Gerardo Garcia ECM International, Inc. on Tuesday, Jun 29, 2021 at 09:01 AM MDT</p> <p>CID is in agreement in using the 3" conduit in lieu of the 2" conduit. Compensation for the 3" conduit will be done under the current contract item BB2-209 ELP-25-3 (PVC)(SCHD 40)(3"). Item for 3" conduit will be added to Base Bid 1 via a change order.</p>
Official Response	<p>Response from Rene Gonzalez Venegas Engineering Management and Construction on Wednesday, Jun 16, 2021 at 02:30 PM MDT</p> <p>Below are comments from subcontractor:</p> <ul style="list-style-type: none"> A 3" conduit is recommended versus the 2" conduit stated by the EOR as it better serves the install/pulling of the conductors for those distances and for example, it's what's called-out to install per plans on Mettler/Hawkins & Sunmount/Hawkins corridors, therefore, we would be following suit per contract. How will the conductors be paid as they are not listed as payable items in the contract? <p>Please provide clarification, thank you. RG</p>

Official Response

Response from Gerardo Garcia ECM International, Inc. on Wednesday, Jun 16, 2021 at 01:56 PM MDT

In summary, the proposed increase in quantities is as follows:

- | | |
|-------------------------------------|---|
| • ELP-25-1 (PVC)(SCHED 40) (2") | 1,865 LF |
| • ELP-26-5 LENGHT OF #4 AWG CABLE | 1,285 LF |
| • ELP-XX LENGHT OF #2/0 AWG CABLE | 1,110 LF (No bid item, a proposal will be issued to get pricing on) |
| • ELP-26-2 LENGHT OF #3/0 AWG CABLE | 2,745 LF |
| • ELP-XX LENGHT OF #4/0 AWG CABLE | 1,740 LF (No bid item, a proposal will be issued to get pricing on). |

Let me know if questions. Thanks.

Official Response

Response from Silverio Villalobos Dannenbaum Engineering Corporation, LLC. on Monday, Jun 7, 2021 at 04:38 PM MDT

Attached response from the EOR

Attachments

[0374-02-089-Montana_RTS-110-ELC_Services_Response.pdf](#)



ECM International
404 Executive Center Boulevard
El Paso, Texas 79902
Phone: (915) 351-1900
Fax: (915) 351-1908

Project: 0374-02-089 - Montana RTS Improvements
Montana Avenue
El Paso, Texas 79925

Electrical Services Issue

TO:	Silverio Villalobos (Dannenbaum Engineering Corporation, LLC.) Jose Reyes (Dannenbaum Engineering Corporation, LLC.)	FROM:	Rene Gonzalez (Venegas Engineering Management and) 1919 Rio Grande Street El Paso, 79902
DATE INITIATED:	04/21/2021	STATUS:	Open
LOCATION:		DUE DATE:	05/05/2021
PROJECT STAGE:	Course of Construction	COST CODE:	
COST IMPACT:	Yes (Unknown)	SCHEDULE IMPACT:	Yes (Unknown)
DRAWING NUMBER:		SPEC SECTION:	ELP 19 - Electrical Services
LINKED DRAWINGS:		REFERENCE:	
RECEIVED FROM:	Rene Gonzalez (Venegas Engineering Management and Cons)		

COPIES TO:

Alex Avila (City of El Paso - Capital Improvement D), Obed Cano (City of El Paso - Capital Improvement D), Ismael Cepeda (City of El Paso - Capital Improvement D), Gerardo Garcia (ECM International Inc. - El Paso), Rene Gonzalez (Venegas Engineering Management and Cons), Robert Martinez (Venegas Engineering Management and Cons), Eduardo Nunez (ECM International Inc. - El Paso), Alex Pedroza (City of El Paso - Capital Improvement D), Jose Reyes (Dannenbaum Engineering Corporation, LLC), Abel Salazar (Venegas Engineering Management and Cons), Daniel Urrutia (Venegas Engineering Management and Cons), Silverio Villalobos (Dannenbaum Engineering Corporation, LLC), Victoria Villarreal (City of El Paso - Capital Improvement D)

Question from Rene Gonzalez (Venegas Engineering Management and Con) at 05:44 PM on 04/20/2021

Alex,
As mentioned previously, please advise how to proceed with several stations (McRae, Huckleberry, Tierra Este, and Lorne) that the electrical service is too far away.
Thank you,
RG

Awaiting an Official Response

All Replies:

Atkins Response:

Voltage drop calculations were conducted assuming 80 amp electrical service (80% of the 100-amp Main Circuit Breaker per NEC). Per NEC Articles 210.19(A) and 215.2(A), the recommended maximum voltage drop for the branch circuit and feeder is 5 percent. The present 3#1 feeder size is not adequate and would provide a voltage drop percentage that exceeds the NEC recommended percentage.

Based on the revised distances indicated for the meter location, the service feeder size needs to be increased. The following are the recommendations:

- McRae Station (470 feet from pole to station panel) – use 3#3/0 and 1#4 ground in 2-inch conduit for a 2.9% voltage drop
- Lorne Station (370 feet from pole to station panel) – use 3#2/0 and 1#4 ground in 2-inch conduit for a 2.7% voltage drop
- Saul Station (580 feet from pole to station panel) – use 3#4/0 and 1#2 ground in 2-inch conduit for a 3.1% voltage drop
- Tierra Este Station (445 feet from pole to station panel) – use 3#3/0 and 1#4 ground in 2-inch conduit for a 2.8% voltage drop

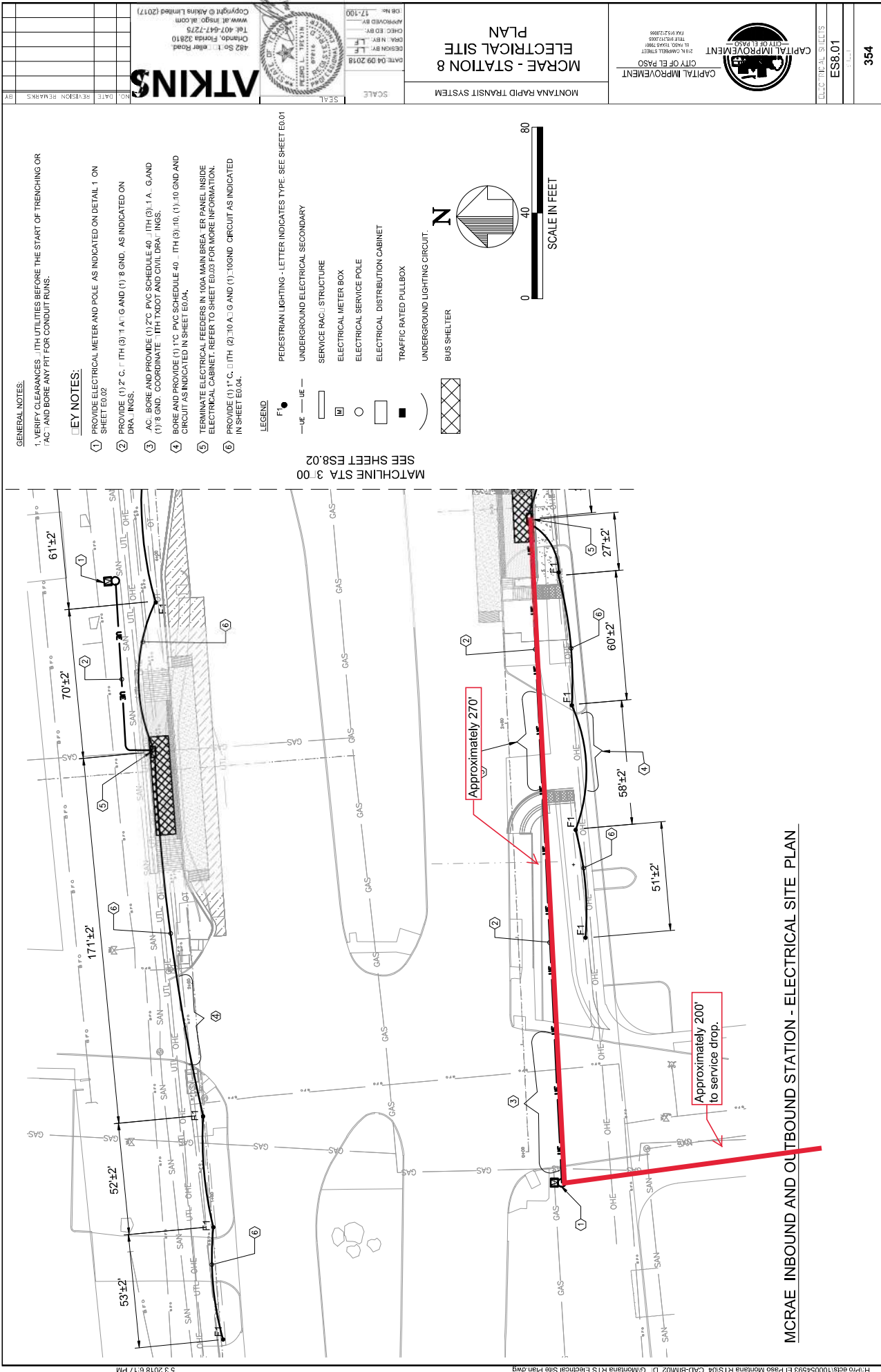
Pedro L. Trevin

6/7/2021

BY

DATE

COPIES TO



GENERAL NOTES:
1. VERIFY CLEARANCES - UTILITIES BEFORE THE START OF TRENCHING OR
"AC" AND BORE ANY PIT FOR CONDUIT RUNS.

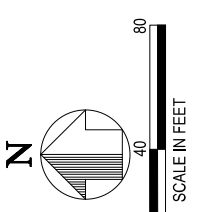
KEY NOTES:

- 1. PROVIDE ELECTRICAL METER AND POLE AS INDICATED ON DETAIL 1 ON SHEET E002
- 2. PROVIDE (1) 2" C. (1) 1" A. (1) 3" GND. AS INDICATED ON DRAWINGS.
- 3. AC, BORE AND PROVIDE (1) 2" PVC SCHEDULE 40 (1) 1" A. G. AND (1) 3" GND. COORDINATE WITH TxDOT AND CIVIL DRAWINGS.
- 4. BORE AND PROVIDE (1) 1" C. PVC SCHEDULE 40 (1) 1" A. G. AND (1) 3" GND. COORDINATE WITH TxDOT AND CIVIL DRAWINGS.
- 5. TERMINATE ELECTRICAL FEEDERS IN 100A MAIN BREAKER PANEL INSIDE ELECTRICAL CABINET. REFER TO SHEET E003 FOR MORE INFORMATION.
- 6. PROVIDE (1) 1" C. (1) 1" A. (1) 3" GND. AS INDICATED IN SHEET E004.

LEGEND

- F1 ● PEDESTRIAN LIGHTING - LETTER INDICATES TYPE. SEE SHEET E001
- UE—UE— UNDERGROUND ELECTRICAL SECONDARY
- UE—UE— SERVICE RAC. STRUCTURE
- ELECTRICAL METER BOX
- ELECTRICAL SERVICE POLE
- ELECTRICAL DISTRIBUTION CABINET
- TRAFFIC RATED PULLBOX
- () UNDERGROUND LIGHTING CIRCUIT.
- ⊞ BUS SHELTER

SEE SHEET ES8.02
MATCHLINE STA 3+00



MCRAE INBOUND AND OUTBOUND STATION - ELECTRICAL SITE PLAN

ATKINS

442 So. I. Elder Road
Orlando, Florida 32810
Tel. 407-447-7727
www.atkins.com
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SEAL

Professional Engineer
No. 12345
State of Florida
Exp. 12/31/2020

DATE: 04/09/2018
DESIGN BY: JLF
CHECKED BY: JLF
APPROVED BY: JLF
CD No. 17-190

SCALE

CITY OF EL PASO
CAPITAL IMPROVEMENT
2016 CAPITAL PROJECT
100% DESIGN
FHA #12-2006

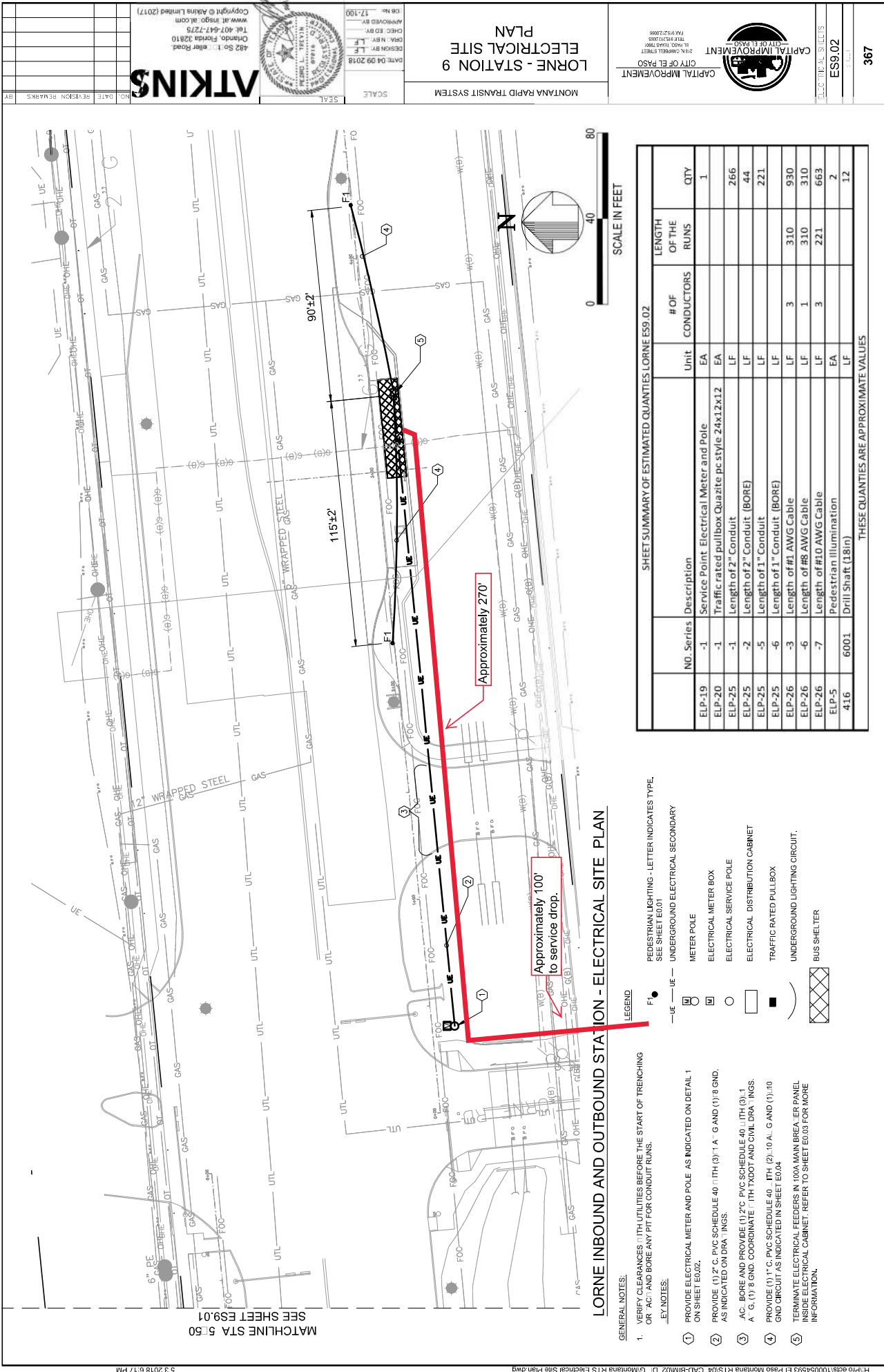
MCRAE - STATION 8
ELECTRICAL SITE
PLAN

MONTANA RAPID TRANSIT SYSTEM

ES8.01

354

106



GENERAL NOTES:

1. VERIFY CLEARANCES WITH UTILITIES BEFORE THE START OF TRENCHING OR "AC" AND BORE ANY PIT FOR CONDUIT RUNS.

KEY NOTES:

① PROVIDE ELECTRICAL METER AND POLE AS INDICATED ON DETAIL 1 ON SHEET E0.02.

② PROVIDE (1) 2" C. PVC SCHEDULE 40 WITH (3) 1" A G AND (1) 3 GND. AS INDICATED ON DRAWINGS.

③ AC: BORE AND PROVIDE (1) 2" C. PVC SCHEDULE 40 WITH (3) 1" A G, (1) 3 GND. COORDINATE WITH TxDOT AND CIVIL DRAWINGS.

④ PROVIDE (1) 1" C. PVC SCHEDULE 40 WITH (2) 10 A G AND (1) 10 GND CIRCUIT AS INDICATED IN SHEET E0.04.

⑤ TERMINATE ELECTRICAL FEEDERS IN 100A MAIN BREAKER PANEL INSIDE ELECTRICAL CABINET. REFER TO SHEET E0.03 FOR MORE INFORMATION.

LEGEND

PEDESTRIAN LIGHTING - LETTER INDICATES TYPE. SEE SHEET E0.01

UNDERGROUND ELECTRICAL SECONDARY

METER POLE

ELECTRICAL METER BOX

ELECTRICAL SERVICE POLE

ELECTRICAL DISTRIBUTION CABINET

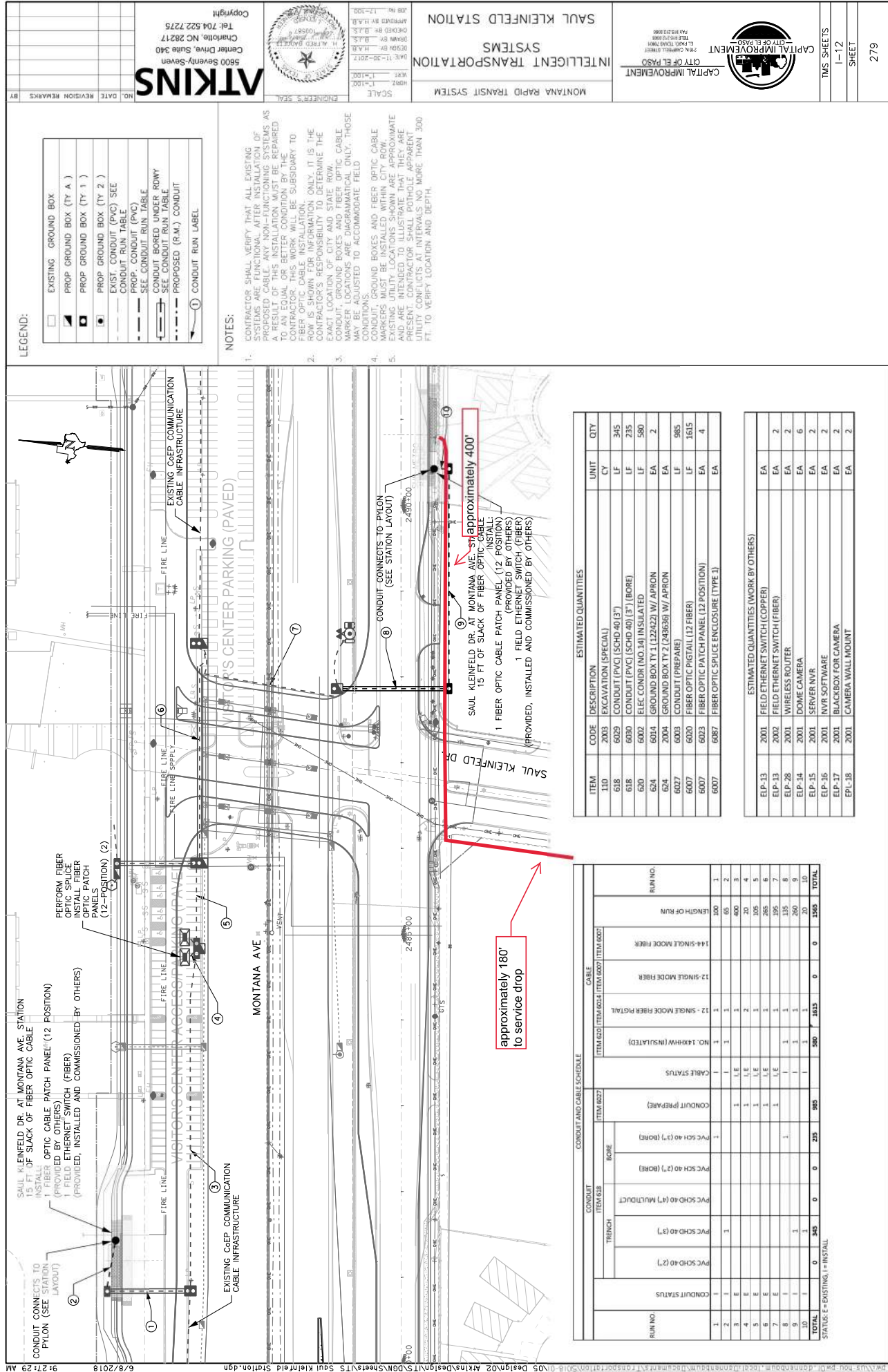
TRAFFIC RATED PULL BOX

UNDERGROUND LIGHTING CIRCUIT.

BUS SHELTER

SHEET SUMMARY OF ESTIMATED QUANTITIES LORNE ES9.02					
NO. Series	Description	Unit	# OF CONDUCTORS	LENGTH OF THE RUNS	QTY
ELP-19	-1 Service Point Electrical Meter and Pole	EA			1
ELP-20	-1 Traffic rated pullbox Quazite pc style 24x12x12	EA			266
ELP-25	-1 Length of 2" Conduit	LF			44
ELP-25	-2 Length of 2" Conduit (BORE)	LF			221
ELP-25	-5 Length of 1" Conduit	LF			930
ELP-25	-6 Length of 1" Conduit (BORE)	LF			310
ELP-26	-3 Length of #1 AWG Cable	LF	3	310	310
ELP-26	-6 Length of #8 AWG Cable	LF	1	310	310
ELP-26	-7 Length of #10 AWG Cable	LF	3	221	663
ELP-5	Pedestrian Illumination	EA			2
416	Drill Shaft (18in)	LF			12

THESE QUANTITIES ARE APPROXIMATE VALUES



LEGEND:

□	EXISTING GROUND BOX
▣	PROP GROUND BOX (TY 1)
▣	PROP GROUND BOX (TY 2)
▣	EXIST. CONDUIT (PVC) SEE CONDUIT RUN TABLE
▣	PROP. CONDUIT (PVC) SEE CONDUIT RUN TABLE
▣	CONDUIT BORED UNDER ROW
▣	SEE CONDUIT RUN TABLE
▣	PROPOSED (R.M.) CONDUIT
①	CONDUIT RUN LABEL

NOTES:

- CONTRACTOR SHALL VERIFY THAT ALL EXISTING SYSTEMS ARE FUNCTIONAL AFTER INSTALLATION OF PROPOSED CABLE. ANY NON-FUNCTIONING SYSTEMS AS A RESULT OF THIS INSTALLATION MUST BE REPAIRED TO AN EQUAL OR BETTER CONDITION BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE TO FIBER OPTIC CABLE INSTALLATION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT LOCATION OF CITY AND STATE ROW. CONTRACTOR SHALL VERIFY THE EXISTING OPTIC CABLE MARKER LOCATIONS AND ADJUST TO ACCOMMODATE FIELD CONDITIONS.
- CONDUIT, GROUND BOXES AND FIBER OPTIC CABLE MARKERS MUST BE INSTALLED WITHIN CITY ROW. CONTRACTOR SHALL VERIFY THE EXISTING OPTIC CABLE MARKER LOCATIONS AND ADJUST TO ACCOMMODATE FIELD CONDITIONS.
- CONDUIT, GROUND BOXES AND FIBER OPTIC CABLE MARKERS MUST BE INSTALLED WITHIN CITY ROW. CONTRACTOR SHALL VERIFY THE EXISTING OPTIC CABLE MARKER LOCATIONS AND ADJUST TO ACCOMMODATE FIELD CONDITIONS.
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- CONDUIT, GROUND BOXES AND FIBER OPTIC CABLE MARKERS MUST BE INSTALLED WITHIN CITY ROW. CONTRACTOR SHALL VERIFY THE EXISTING OPTIC CABLE MARKER LOCATIONS AND ADJUST TO ACCOMMODATE FIELD CONDITIONS.

ESTIMATED QUANTITIES			
ITEM	CODE	DESCRIPTION	QTY
110	2003	EXCAVATION (SPECIAL)	CY 345
618	6009	CONDUIT (PVC) (SCHD 40) (3")	LF 235
618	6009	CONDUIT (PVC) (SCHD 40) (3") (BORE)	LF 580
620	6002	ELEC CONDR (NO. 14) INSULATED	EA 2
624	6014	GROUND BOX TY 1 (12x24x22) W/ APRON	EA 2
624	2004	GROUND BOX TY 2 (24x36x36) W/ APRON	EA 985
6007	6003	CONDUIT (PREPARE)	LF 1615
6007	6000	FIBER OPTIC PATCH PANEL (12 POSITION)	EA 4
6007	6003	FIBER OPTIC PATCH PANEL (12 POSITION)	EA 4
6007	6007	FIBER OPTIC SPRUCE ENCLOSURE (TYPE J)	EA 4

ESTIMATED QUANTITIES (WORK BY OTHERS)			
ITEM	CODE	DESCRIPTION	QTY
ELP-13	2001	FIELD ETHERNET SWITCH (COPPER)	EA 2
ELP-13	2002	FIELD ETHERNET SWITCH (FIBER)	EA 2
ELP-28	2001	WIRELESS ROUTER	EA 2
ELP-14	2001	SERVER NVR	EA 6
ELP-15	2001	SERVER NVR	EA 2
ELP-16	2001	NVR SOFTWARE	EA 2
ELP-17	2001	BLACKBOX FOR CAMERA	EA 2
ELP-18	2001	CAMERA WALL MOUNT	EA 2

CONDUIT AND CABLE SCHEDULE			
RUN NO	CONDUIT		CABLE
	ITEM 618	ITEM 6027	
TRENCH	BORE		LENGTH OF RUN
	PVC SCH 40 (2") (BORE)	PVC SCH 40 (3") (BORE)	
1	1	1	144-SINGLE MODE FIBER
2	1	1	12-SINGLE MODE FIBER
3	1	1	12-SINGLE MODE FIBER
4	1	1	12-SINGLE MODE FIBER
5	1	1	12-SINGLE MODE FIBER
6	1	1	12-SINGLE MODE FIBER
7	1	1	12-SINGLE MODE FIBER
8	1	1	12-SINGLE MODE FIBER
9	1	1	12-SINGLE MODE FIBER
10	1	1	12-SINGLE MODE FIBER
TOTAL	0	345	0

STATUS: E=EXISTING, I=INSTALL

SAUL KLEINFELD STATION
INTELLIGENT TRANSPORTATION
SYSTEMS
MONTANA RAPID TRANSIT SYSTEM

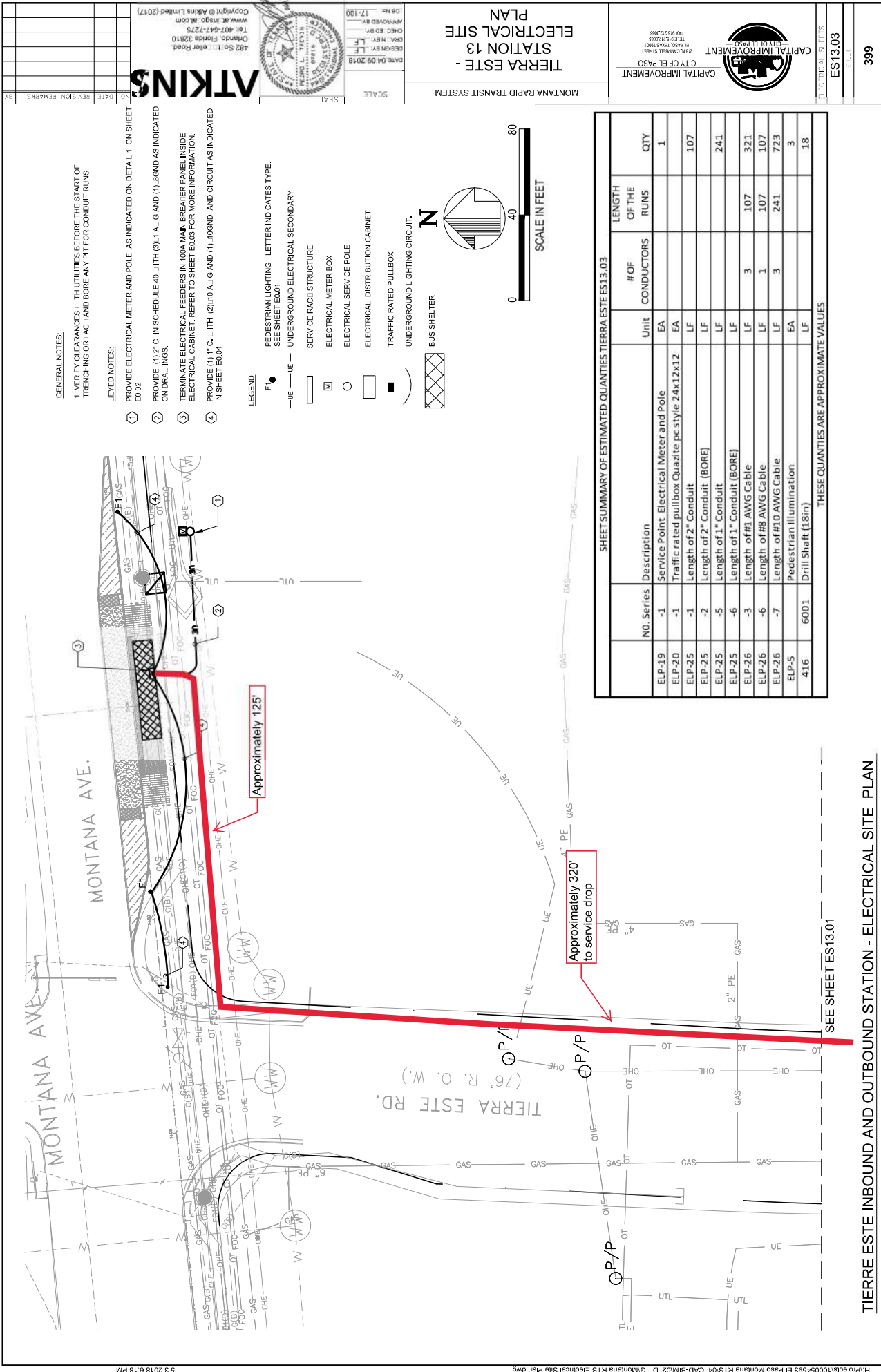


TMS SHEETS
1-12
SHEET
279

ATKINS
5600 Seventy-Seven
Center Drive, Suite 340
Charlotte, NC 28217
Tel: 704.522.7275
Copyright



SCALE
1"=100'
DATE: 11-28-2017
DESIGN BY: J.B.S.
CHECKED BY: J.B.S.
APPROVED BY: J.B.S.





SUMMARY OF COST FOR CHANGES IN ELECTRICAL SERVICES

STATION 01 COPIA IB/OB

LN #	ITEM	DESCRIPTION	U.P.	UNIT	EST. QTY	EXT. AMOUNT
BB2-206	ELP-20-1	TRAFFIC RELATED GROUND BOXES QUAZITEC PC STYLE 24x12x12	2,597.11	EA	1.00	\$ 2,597.11
BB2-209	ELP-25-3	(PVC) (SCHD 40) (3")	19.350	LF	320.00	\$ 6,192.00
BB2-214	ELP-26-2	LENGTH OF #3/0 AWG CABLE	11.760	LF	960.00	\$ 11,289.60
BB2-217	ELP-26-5	LENGTH OF #4 AWG CABLE	4.040	LF	320.00	\$ 1,292.80
<i>Increase Subtotal</i>						\$ 21,371.51
ESTIMATED CONTRACT CHANGE						\$ 21,371.51

STATION 02 HUCKLEBERRY IB/OB

LN #	ITEM	DESCRIPTION	U.P.	UNIT	EST. QTY	EXT. AMOUNT
BB2-204	ELP-19-2	SERVICE POINT - CUSTOM (OVERHEAD)	15,833.12	EA	1.00	\$ 15,833.12
BB2-209	ELP-25-3	(PVC) (SCHD 40) (3")	19.350	LF	290.00	\$ 5,611.50
BB2-210	ELP-25-4	(PVC) (BORE) (SCHD 40) (3")	32.570	LF	160.00	\$ 5,211.20
BB2-206	ELP-20-1	TRAFFIC RELATED GROUND BOXES QUAZITEC PC STYLE 24x12x12	2,597.11	EA	1.00	\$ 2,597.11
BB2-218	ELP-26-6	LENGTH OF #8 AWG CABLE	3.100	LF	685.00	\$ 2,123.50
BB2-240	CO#13.01H	LENGTH OF #4/0 AWG CABLE	10.480	LF	2,055.00	\$ 21,536.40
<i>Increase Subtotal</i>						\$ 52,912.83
BB2-203	ELP-19-1	SVC. POINT ELECT. METER & POLE (OVERHEAD)	8,810.44	EA	(2.00)	\$ (17,620.88)
BB2-215	ELP-26-3	LENGTH OF #1 AWG CABLE	6.920	LF	(627.00)	\$ (4,338.84)
BB2-218	ELP-26-6	LENGTH OF #8 AWG CABLE	3.100	LF	(209.00)	\$ (647.90)
<i>Decrease Subtotal</i>						\$ (22,607.62)
ESTIMATED CONTRACT CHANGE						\$ 30,305.21

STATION 03 GERONIMO OB

LN #	ITEM	DESCRIPTION	U.P.	UNIT	EST. QTY	EXT. AMOUNT
BB1-141	ELP-19-2	SERVICE POINT - CUSTOM (OVERHEAD)	15,833.12	EA	1.00	\$ 15,833.12
<i>Increase Subtotal</i>						\$ 15,833.12
BB1-140	ELP-19-1	SVC. POINT ELECT. METER & POLE (OVERHEAD)	10,077.94	EA	(1.00)	\$ (10,077.94)
<i>Decrease Subtotal</i>						\$ (10,077.94)
ESTIMATED CONTRACT CHANGE						\$ 5,755.18



STATION 08 McRAE OB

LN #	ITEM	DESCRIPTION	U.P.	UNIT	EST. QTY	EXT. AMOUNT
BB1-152	ELP-20-1	TRAFFIC RELATED GROUND BOXES QUAZITEC PC STYLE 24x12x12	2,597.11	EA	1.00	\$ 2,597.11
BB1-160	CO#13.01B	LENGTH OF #4 AWG CABLE	4.040	LF	470.00	\$ 1,898.80
BB1-162	CO#13.01D	LENGTH OF #3/0 AWG CABLE	11.760	LF	1,410.00	\$ 16,581.60
BB1-164	CO#13.01F	(PVC) (SCHD 40) (3")	19.350	LF	340.00	\$ 6,579.00
BB1-165	CO#13.01G	(PVC) (BORE) (SCHD 40) (3")	32.570	LF	130.00	\$ 4,234.10
<i>Increase Subtotal</i>						\$ 31,890.61
BB1-142	ELP-25-1	(PVC) (SCHD 40) (2")	17.820	LF	(300.00)	\$ (5,346.00)
BB1-143	ELP-25-2	(PVC) (BORE) (SCHD 40) (2")	28.510	LF	(130.00)	\$ (3,706.30)
BB1-146	ELP-26-3	LENGTH OF #1 AWG CABLE	6.920	LF	(900.00)	\$ (6,228.00)
BB1-147	ELP-26-6	LENGTH OF #8 AWG CABLE	3.100	LF	(300.00)	\$ (930.00)
<i>Decrease Subtotal</i>						\$ (16,210.30)
ESTIMATED CONTRACT CHANGE						\$ 15,680.31

STATION 09 LORNE OB

LN #	ITEM	DESCRIPTION	U.P.	UNIT	EST. QTY	EXT. AMOUNT
BB1-142	ELP-25-1	(PVC) (SCHD 40) (2")	17.820	LF	105.00	\$ 1,871.10
BB1-152	ELP-20-1	TRAFFIC RELATED GROUND BOXES QUAZITEC PC STYLE 24x12x12	2,597.11	EA	1.00	\$ 2,597.11
BB1-160	CO#13.01B	LENGTH OF #4 AWG CABLE	4.040	LF	370.00	\$ 1,494.80
BB1-161	CO#13.01C	LENGTH OF #2/0 AWG CABLE	8.900	LF	1,110.00	\$ 9,879.00
<i>Increase Subtotal</i>						\$ 15,842.01
BB1-146	ELP-26-3	LENGTH OF #1 AWG CABLE	6.920	LF	(930.00)	\$ (6,435.60)
BB1-147	ELP-26-6	LENGTH OF #8 AWG CABLE	3.100	LF	(310.00)	\$ (961.00)
<i>Decrease Subtotal</i>						\$ (7,396.60)
ESTIMATED CONTRACT CHANGE						\$ 8,445.41

STATION 11 GEORGE DIETER IB

LN #	ITEM	DESCRIPTION	U.P.	UNIT	EST. QTY	EXT. AMOUNT
BB1-142	ELP-25-1	(PVC) (SCHD 40) (2")	17.820	LF	160.00	\$ 2,851.20
BB1-146	ELP-26-3	LENGTH OF #1 AWG CABLE	6.920	LF	480.00	\$ 3,321.60
BB1-147	ELP-26-6	LENGTH OF #8 AWG CABLE	3.100	LF	160.00	\$ 496.00
<i>Increase Subtotal</i>						\$ 6,668.80
BB1-143	ELP-25-2	(PVC) (BORE) (SCHD 40) (2")	28.510	LF	(100.00)	\$ (2,851.00)
BB1-146	ELP-26-3	LENGTH OF #1 AWG CABLE	6.920	LF	(528.00)	\$ (3,653.76)
BB1-147	ELP-26-6	LENGTH OF #8 AWG CABLE	3.100	LF	(176.00)	\$ (545.60)
<i>Decrease Subtotal</i>						\$ (7,050.36)
ESTIMATED CONTRACT CHANGE						\$ (381.56)



STATION 11 GEROGUE DIETER OB

LN #	ITEM	DESCRIPTION	U.P.	UNIT	EST. QTY	EXT. AMOUNT
BB2-207	ELP-25-1	(PVC) (SCHD 40) (2")	17.820	LF	145.00	\$ 2,583.90
BB2-215	ELP-26-3	LENGTH OF #1 AWG CABLE	6.920	LF	435.00	\$ 3,010.20
BB2-218	ELP-26-6	LENGTH OF #8 AWG CABLE	3.100	LF	145.00	\$ 449.50
<i>Increase Subtotal</i>						\$ 6,043.60
BB2-207	ELP-25-1	(PVC) (SCHD 40) (2")	17.820	LF	(34.00)	\$ (605.88)
BB2-208	ELP-25-2	(PVC) (BORE) (SCHD 40) (2")	28.510	LF	(213.00)	\$ (6,072.63)
BB2-215	ELP-26-3	LENGTH OF #1 AWG CABLE	6.920	LF	(513.00)	\$ (3,549.96)
BB2-218	ELP-26-6	LENGTH OF #8 AWG CABLE	3.100	LF	(171.00)	\$ (530.10)
<i>Decrease Subtotal</i>						\$ (10,758.57)
ESTIMATED CONTRACT CHANGE						\$ (4,714.97)

STATION 12 SAUL KLEINFELD IB

LN #	ITEM	DESCRIPTION	U.P.	UNIT	EST. QTY	EXT. AMOUNT
BB1-142	ELP-25-1	(PVC) (SCHD 40) (2")	17.820	LF	20.00	\$ 356.40
BB1-146	ELP-26-3	LENGTH OF #1 AWG CABLE	6.920	LF	60.00	\$ 415.20
BB1-147	ELP-26-6	LENGTH OF #8 AWG CABLE	3.100	LF	20.00	\$ 62.00
<i>Increase Subtotal</i>						\$ 833.60
BB1-142	ELP-25-1	(PVC) (SCHD 40) (2")	17.820	LF	(119.00)	\$ (2,120.58)
BB1-146	ELP-26-3	LENGTH OF #1 AWG CABLE	6.920	LF	(357.00)	\$ (2,470.44)
BB1-147	ELP-26-6	LENGTH OF #8 AWG CABLE	3.100	LF	(119.00)	\$ (368.90)
<i>Decrease Subtotal</i>						\$ (4,959.92)
ESTIMATED CONTRACT CHANGE						\$ (4,126.32)

STATION 12 SAUL KLEINFELD OB

LN #	ITEM	DESCRIPTION	U.P.	UNIT	EST. QTY	EXT. AMOUNT
BB1-152	ELP-20-1	TRAFFIC RELATED GROUND BOXES QUAZITEC PC STYLE 24x12x12	2,597.11	EA	1.00	\$ 2,597.11
BB1-159	CO#13.01A	LENGTH OF #2 AWG CABLE	6.240	LF	580.00	\$ 3,619.20
BB1-163	CO#13.01E	LENGTH OF #4/0 AWG CABLE	10.480	LF	1,740.00	\$ 18,235.20
BB1-164	CO#13.01F	(PVC) (SCHD 40) (3")	19.350	LF	405.00	\$ 7,836.75
BB1-165	CO#13.01G	(PVC) (BORE) (SCHD 40) (3")	32.570	LF	175.00	\$ 5,699.75
<i>Increase Subtotal</i>						\$ 37,988.01
BB1-142	ELP-25-1	(PVC) (SCHD 40) (2")	17.820	LF	(77.00)	\$ (1,372.14)
BB1-146	ELP-26-3	LENGTH OF #1 AWG CABLE	6.920	LF	(231.00)	\$ (1,598.52)
BB1-147	ELP-26-6	LENGTH OF #8 AWG CABLE	3.100	LF	(77.00)	\$ (238.70)
<i>Decrease Subtotal</i>						\$ (3,209.36)
ESTIMATED CONTRACT CHANGE						\$ 34,778.65



STATION 13 TIERRA ESTE OB

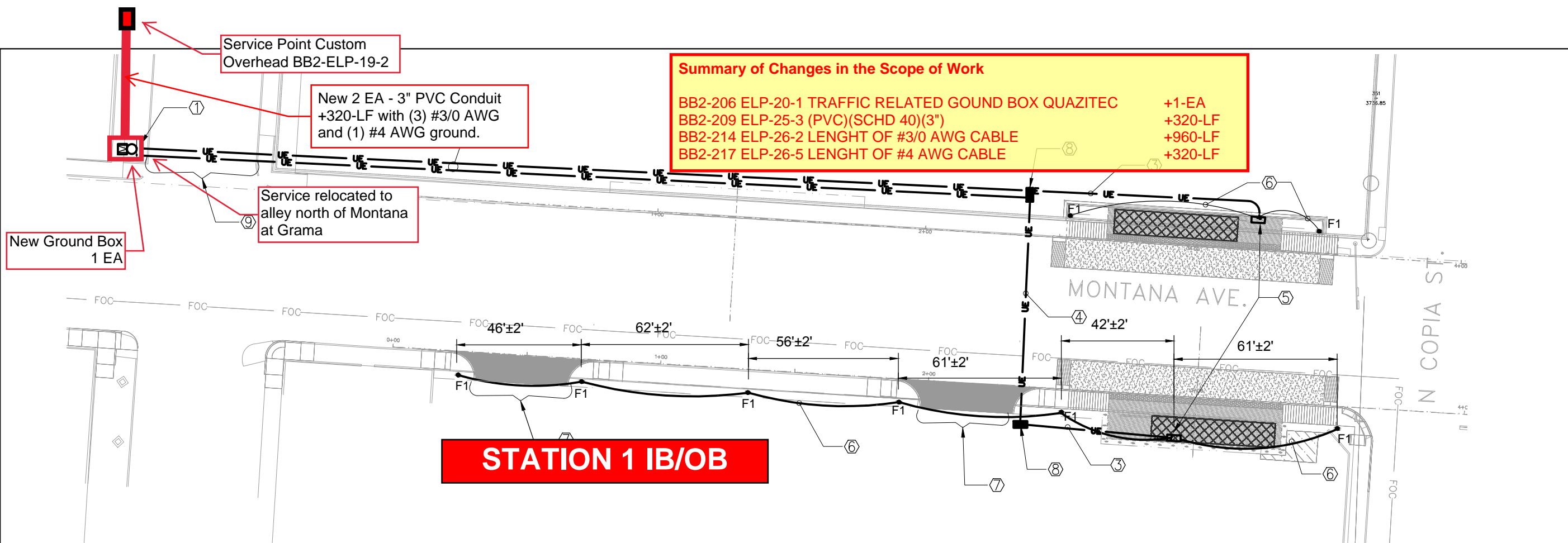
LN #	ITEM	DESCRIPTION	U.P.	UNIT	EST. QTY	EXT. AMOUNT
BB1-152	ELP-20-1	TRAFFIC RELATED GROUND BOXES QUAZITEC PC STYLE 24x12x12	2,597.11	EA	1.00	\$ 2,597.11
BB1-160	CO#13.01B	LENGTH OF #4 AWG CABLE	4.040	LF	445.00	\$ 1,797.80
BB1-162	CO#13.01D	LENGTH OF #3/0 AWG CABLE	11.760	LF	1,335.00	\$ 15,699.60
BB1-164	CO#13.01F	(PVC) (SCHD 40) (3")	19.350	LF	405.00	\$ 7,836.75
BB1-165	CO#13.01G	(PVC) (BORE) (SCHD 40) (3")	32.570	LF	40.00	\$ 1,302.80
<i>Increase Subtotal</i>						\$ 29,234.06
BB1-142	ELP-25-1	(PVC) (SCHD 40) (2")	17.820	LF	(107.00)	\$ (1,906.74)
BB1-146	ELP-26-3	LENGTH OF #1 AWG CABLE	6.920	LF	(321.00)	\$ (2,221.32)
BB1-147	ELP-26-6	LENGTH OF #8 AWG CABLE	3.100	LF	(107.00)	\$ (331.70)
<i>Decrease Subtotal</i>						\$ (4,459.76)
ESTIMATED CONTRACT CHANGE						\$ 24,774.30

STATION 13 TIERRA ESTE IB

LN #	ITEM	DESCRIPTION	U.P.	UNIT	EST. QTY	EXT. AMOUNT
BB2-241	CO#13.01I	SVC. POINT ELECT. METER & POLE (OVERHEAD)	10,077.940	EA	1.00	\$ 10,077.94
<i>Increase Subtotal</i>						\$ 10,077.94
BB2-203	ELP-19-1	SVC. POINT ELECT. METER & POLE (OVERHEAD)	8,810.440	EA	(1.00)	\$ (8,810.44)
<i>Decrease Subtotal</i>						\$ (8,810.44)
ESTIMATED CONTRACT CHANGE						\$ 1,267.50

GRAND TOTAL

\$ 133,155.22



COPIA INBOUND AND OUTBOUND STATION - ELECTRICAL SITE PLAN

GENERAL NOTES:

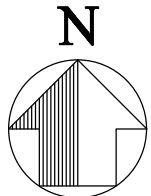
1. VERIFY CLEARANCES WITH UTILITIES BEFORE THE START OF TRENCHING OR JACK AND BORE ANY PIT FOR CONDUIT RUNS.

KEY NOTES:

- ① PROVIDE ELECTRICAL SERVICE AS INDICATED ON DETAIL 2 SHEET E0.02
- ② PROVIDE (2) 3" C PVC SCHEDULE 40 EACH. WITH (3)#3/0 AWG AND (1)#4 GND FROM SERVICE RACK TO PULLBOX.
- ③ PROVIDE (1) 3" C PVC SCHEDULE 40, WITH (3)#3/0 AWG AND (1)#4 GND FROM PULLBOX TO ELECTRICAL CABINET
- ④ JACK/BORE AND PROVIDE (1) 3" C PVC SCHEDULE 40 WITH (3)#3/0 AWG AND (1)#4 GND COORDINATE WITH TXDOT.
- ⑤ TERMINATE ELECTRICAL FEEDERS IN 100A MAIN BREAKER PANEL INSIDE ELECTRICAL DISTRIBUTION CABINET. REFER TO SHEET E0.03 FOR MORE INFORMATION.
- ⑥ PROVIDE (1) 1" C. WITH (2)#10 AWG AND (1)#10GND CIRCUIT AS INDICATED ON SHEET E0.04
- ⑦ BORE AND PROVIDE (1) 1" C PVC SCHEDULE 40 WITH (2)#10 AWG AND (1)#10 GND.
- ⑧ PROVIDE 24"X12X12" QUAZITE PC STYLE POLYMER CONCRETE ASSEMBLY TRAFFIC RATED PULLBOX
- ⑨ JACK/BORE AND PROVIDE (2) 3" C PVC SCHEDULE 40 EAC WITH (3)#3/0 AWG AND (1)#4 GND COORDINATE WITH TXDOT.

LEGEND

- F1 ● PEDESTRIAN LIGHTING - LETTER INDICATES TYPE. REFER TO SHEET E0.01
- UE — UNDERGROUND ELECTRICAL SECONDARY
- SERVICE RACK STRUCTURE
- ELECTRICAL METER BOX
- ELECTRICAL SERVICE POLE
- ELECTRICAL DISTRIBUTION CABINET
- TRAFFIC RATED PULLBOX
- UNDERGROUND LIGHTING CIRCUIT.
- ▨ BUS SHELTER



0 40 80
SCALE IN FEET

SHEET SUMMARY OF ESTIMATED QUANTIES COPIA ES2.01						
Special Spec	N0. Series	Description	Unit	# OF CONDUCTORS	LENGTH OF THE RUNS	QTY
ELP-19	-2	Service Point	EA			1
ELP20	-1	Traffic rated pullbox Quazite pc style 24x12x12	EA			2
ELP-25	-3	Length of 3" Conduit	LF			736
ELP-25	-4	Length of 3" Conduit (BORE)	LF			170
ELP-25	-5	Length of 1" Conduit	LF			364
ELP-26	-6	Length of 1" (BORE)				70
ELP-26	-2	Length of #3/0 AWG Cable	LF	3	906	2718
ELP-26	-5	Length of #4 AWG Cable	LF	1	906	906
ELP-26	-7	Length of #10 AWG Cable	LF	3	434	1302
ELP-5		Pedestrian Illumination	EA			8
416	6001	Drill Shaft (18in)	LF			48
THESE QUANTIES ARE APPROXIMATE VALUES						

NO.	DATE	REVISION	REMARKS	BY

482 South Keller Road.
Orlando, Florida 32810
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PEDRO L. TREVIN
REGISTERED PROFESSIONAL ENGINEER

DATE: 04/09/2018	DESIGN BY: LF	DRAWN BY: LF	CHECKED BY: LF	APPROVED BY: LF	JOB No: 17-100
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MONTANA RAPID TRANSIT SYSTEM

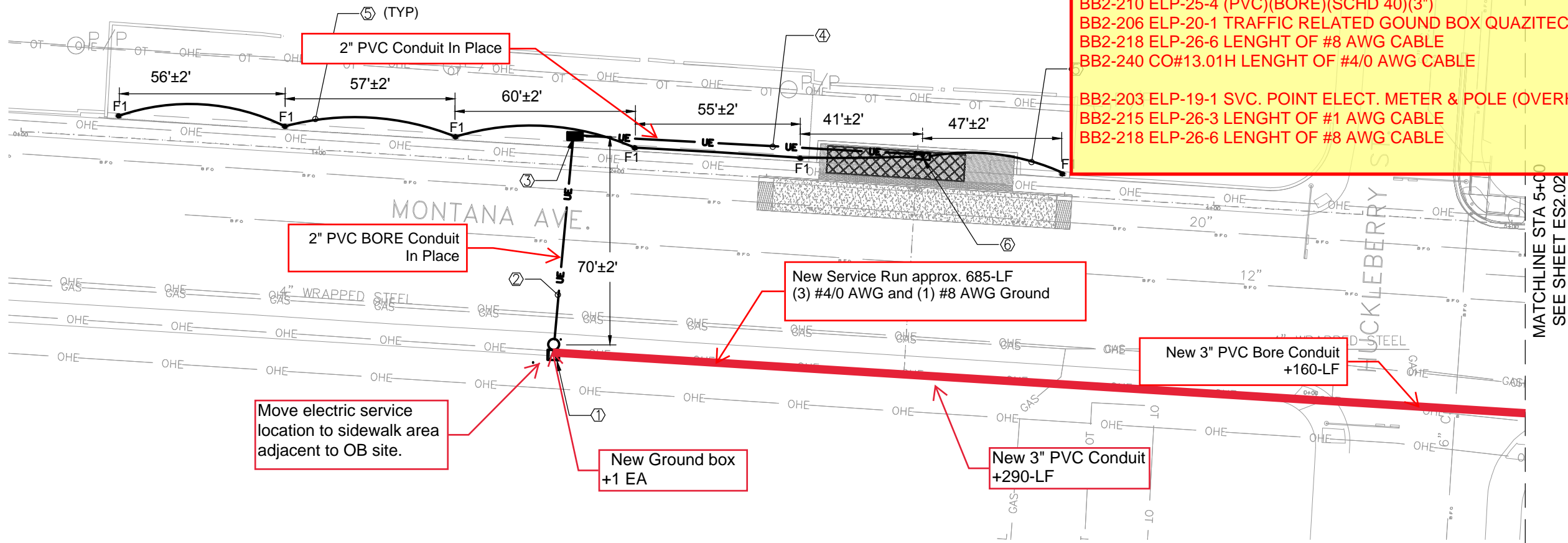
COPIA - STATION 1
ELECTRICAL SITE
PLAN

CAPITAL IMPROVEMENT
CITY OF EL PASO
218 N. CAMPBELL STREET
EL PASO, TEXAS 79901
(940) 767-0000
FAX 940 767-0000

CAPITAL IMPROVEMENT
CITY OF EL PASO

ELECTRICAL SHEETS	
ES2.01	
SHEET	
296	

STATION 2 IB/OB



Summary of Changes in the Scope of Work

BB2-204 ELP-19-2 SERVICE POINT - CUSTOM (OVERHEAD)	+1-EA
BB2-209 ELP-25-3 (PVC)(SCHD 40)(3")	+290-LF
BB2-210 ELP-25-4 (PVC)(BORE)(SCHD 40)(3")	+160-LF
BB2-206 ELP-20-1 TRAFFIC RELATED GROUND BOX QUAZITEC	+1-EA
BB2-218 ELP-26-6 LENGTH OF #8 AWG CABLE	+685-LF
BB2-240 CO#13.01H LENGTH OF #4/0 AWG CABLE	+2,055-LF
BB2-203 ELP-19-1 SVC. POINT ELECT. METER & POLE (OVERHEAD)	-2-EA
BB2-215 ELP-26-3 LENGTH OF #1 AWG CABLE	-627-LF
BB2-218 ELP-26-6 LENGTH OF #8 AWG CABLE	-209-LF

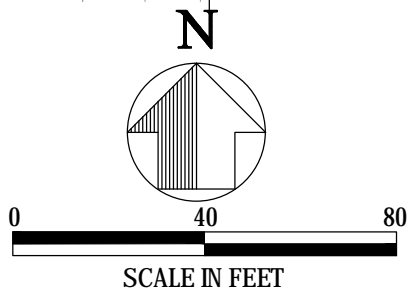
HUCKLEBERRY INBOUND AND OUTBOUND STATION - ELECTRICAL SITE PLAN

GENERAL NOTES:

1. VERIFY CLEARANCES WITH TRENCHING OR JACK AND B

KEY NOTES:

- ① PROVIDE ELECTRICAL METER E0.02
- ② JACK/BORE AND PROVIDE (GND.
- ③ PROVIDE 24"x12x12" QUAZITE TRAFFIC RATED PULLBOX
- ④ PROVIDE (1) 2" C PVC SCHD
- ⑤ PROVIDE (1) 1" C. WITH (2)# SHEET E0.04
- ⑥ TERMINATE ELECTRICAL FE ELECTRICAL CABINET. REF

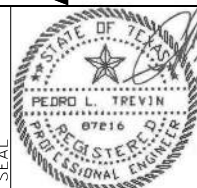


SHEET SUMMARY OF ESTIMATED QUANTITIES HUCKLEBERRY E53.01

NO. Series	Description	Unit	# OF CONDUCTORS	LENGTH OF THE RUNS	QTY
-1	Service Point Electrical Meter and Pole	EA			1
-1	Traffic rated pullbox Quazite pc style 24x12x12	EA			1
-1	Length of 2" Conduit	LF			138
-2	Length of 2" Conduit (BORE)	LF			71
-5	Length of 1" Conduit	LF			242
-6	Length of 1" Conduit (BORE)	LF			86
-3	Length of #1 AWG Cable	LF	3	209	627
-6	Length of #8 AWG Cable	LF	1	209	209
-7	Length of #10 AWG Cable	LF	3	328	984
	Pedestrian Illumination	EA			6
6001	Drill Shaft (18in)	LF			36

THESE QUANTITIES ARE APPROXIMATE VALUES

ATKINS



DATE: 04/09/2018
DESIGN BY: LF
DRAWN BY: LF
CHECKED BY: LF
APPROVED BY: LF
JOB No: 17-100

MONTANA RAPID TRANSIT SYSTEM

HUCKLEBERRY -
STATION 2
ELECTRICAL SITE PLAN

CAPITAL IMPROVEMENT
CITY OF EL PASO

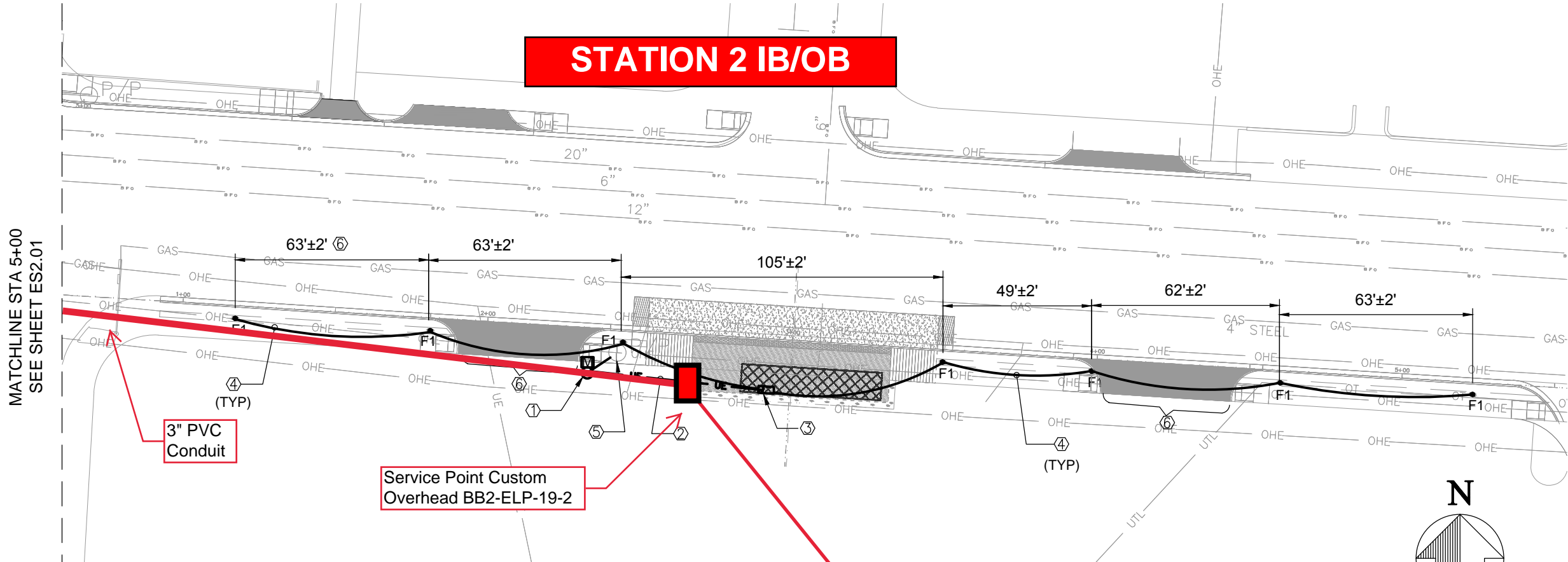


ELECTRICAL SHEETS

E53.01

SHEET

303



HUCKLEBERRY INBOUL

GENERAL NOTES:

1. VERIFY CLEARANCES WITH UTILITIES BEFORE THE STA AND BORE ANY PIT FOR CONDUIT RUNS.

KEY NOTES:

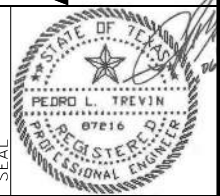
- (1) PROVIDE ELECTRICAL METER AND POLE AS INDICATE
- (2) PROVIDE (1) 2" C SCHEDULE 40 WITH (3)#1 AWG, (1)#8
- (3) TERMINATE ELECTRICAL FEEDERS IN 100A MAIN BREA ELECTRICAL CABINET. REFER TO SHEET E0.03 FOR MO
- (4) PROVIDE (1) 1" C. WITH (2)#10 AWG AND (1)#10GND CIR SHEET E0.04.
- (5) EXISTING OVERHEAD POWER LINE TO NEW ELECTRICA
- (6) JACK/BORE AND PROVIDE (1) 1" C. WITH (2)#10 AWG AN



NO.	DATE	REVISION	REMARKS	BY

ATKINS

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Orlando, Florida 32810
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SCALE	DATE: 04/09/2018
	DESIGN BY: L.F.
	DRAWN BY: L.F.
	CHECKED BY: L.F.
	APPROVED BY: L.F.
	JOB No: 17-100

MONTANA RAPID TRANSIT SYSTEM

**HUCKLEBERRY -
STATION 2
ELECTRICAL SITE PLAN**

CAPITAL IMPROVEMENT
CITY OF EL PASO
218 N. CAMPBELL STREET
EL PASO, TEXAS 79901
(915) 533-0000
FAX 915.332.0000

**CAPITAL IMPROVEMENT
CITY OF EL PASO**

ELECTRICAL SHEETS

ES3.02

SHEET

304

2/12/2020 1:14 PM

\\usatlkins.com\Project\USOL\A\DATA\1A\1407\AH\Projects\100054593 El Paso Montana RTS\04 CAD-BIM\02 DWG\Montana Electrical Site Plans - Old Montana RTS Electrical Site Plan - 01282020.dwg

MATCHLINE STA 5+00
SEE SHEET ES4.02

Set service pole
across the street

Service Point Custom
Overhead
BB1-ELP-19-2

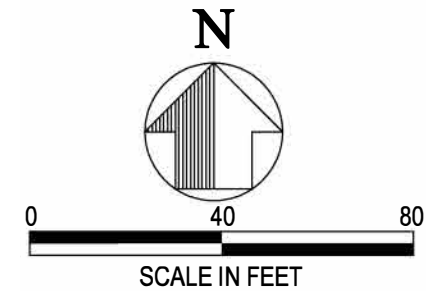
LEGEND

- F1 ○ PEDESTRIAN LIGHTING - LETTER INDICATES TYPE. REFER TO SHEET E0.01
- UE—UE— UNDERGROUND ELECTRICAL SECONDARY
- SERVICE RACK STRUCTURE
- ELECTRICAL METER BOX
- ELECTRICAL SERVICE POLE
- ELECTRICAL DISTRIBUTION CABINET
- TRAFFIC RATED PULLBOX
- UNDERGROUND LIGHTING CIRCUIT.
- ▨ BUS SHELTER

STATION 3 OB

Summary of Changes in the Scope of Work

- BB1-141 ELP-19-2 SERVICE POINT - CUSTOM (OVERHEAD) +1-EA
- BB1-140 ELP-19-1 SVC. POINT ELECT. METER & POLE (OVERHEAD) -1-EA



GERONIMO OUTBOUND STATION - ELECTRICAL SITE PLAN

GENERAL NOTES:

1. VERIFY CLEARANCES WITH UTILITIES BEFORE THE START OF TRENCHING OR JACK AND BORE ANY PIT FOR CONDUIT RUNS.

KEY NOTES:

- ① PROVIDE ELECTRICAL SERVICE AS INDICATED ON DETAIL 2 SHEET E0.02
- ② PROVIDE (1) 3" C. PVC SCHEDULE 40. WITH (3)#3/0 AWG AND (1)#4 GND FROM THE ELECTRICAL METER TO BUS STATION AS INDICATED.
- ③ TERMINATE ELECTRICAL FEEDERS IN 100A MAIN BREAKER PANEL INSIDE ELECTRICAL CABINET. REFER TO SHEET E0.03 FOR MORE INFORMATION.
- ④ PROVIDE 24"x12x12" QUAZITE PC STYLE POLYMER CONCRETE ASSEMBLY TRAFFIC RATED PULLBOX

- ⑤ PROVIDE (1) 1" C. WITH (2)#10 AWG AND (1)#10GND CIRCUIT AS INDICATED ON SHEET E0.04.

- ⑥ JACK/BORE AND PROVIDE (1) 3" C. PVC SCHEDULE 40 WITH (3)#3/0 AWG, (1)#4 GND COORDINATE WITH TXDOT.

- ⑦ JACK/BORE AND PROVIDE (1) 3" C. PVC SCHEDULE 40 WITH (3)#3/0 AWG, (1)#4 GND.

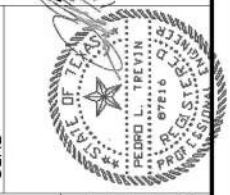
- ⑧ JACK/BORE AND PROVIDE (1) 1" C. WITH (2)#10 AWG AND (1)#10GND.

SHEET SUMMARY OF ESTIMATED QUANTITIES GERONIMO ES4.01

	N0. Series	Description	Unit	# OF CONDUCTORS	LENGTH OF THE RUNS	QTY
ELP-19	-1	Service Point	EA			1
ELP-20	-1	Traffic rated pullbox Quazite pc style 24x12x12	EA			4
ELP-25	-3	Length of 3" Conduit	LF			495
ELP-25	-4	Length of 3" Conduit (BORE)	LF			295
ELP-25	-5	Length of 1" Conduit	LF			200
ELP-25	-6	Length of 1" Conduit (BORE)	LF			37
ELP-26	-2	Length of #3/0 AWG Cable	LF	3	790	2370
ELP-26	-5	Length of #4 AWG Cable	LF	1	790	790
ELP-26	-7	Length of #10 AWG Cable	LF	3	237	711
ELP-5		Pedestrian Illumination	EA			3
416	6001	Drill Shaft (18in)	LF			18

THESE QUANTITIES ARE APPROXIMATE VALUES

ATKINS



DATE: 04/09/2018
DESIGN BY: L.F.
DRAWN BY: L.F.
CHECKED BY: L.F.
APPROVED BY: L.F.
JOB No: 17-100

MONTANA RAPID TRANSIT SYSTEM
GERONIMO - STATION 3
ELECTRICAL SITE
PLAN

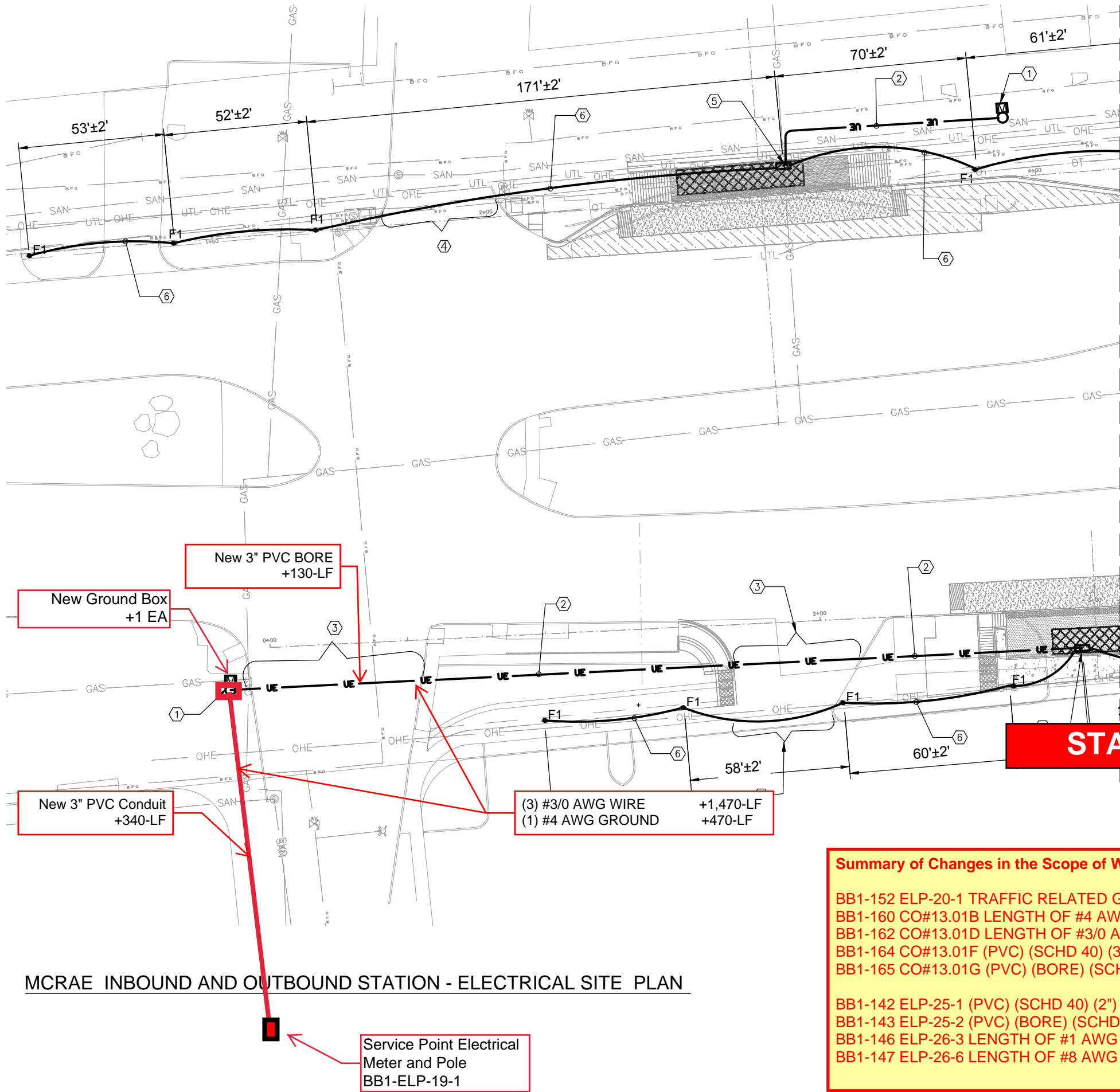


ELECTRICAL SHEETS

ES4.01

SHEET

311 R



GENERAL NOTES:

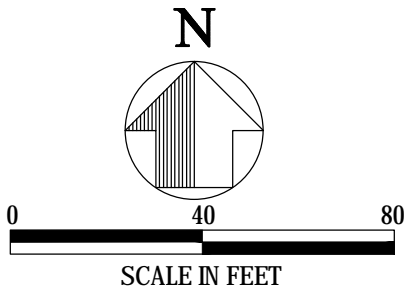
1. VERIFY CLEARANCES WITH UTILITIES BEFORE THE START OF TRENCHING OR JACK AND BORE ANY PIT FOR CONDUIT RUNS.

KEY NOTES:

- ① PROVIDE ELECTRICAL METER AND POLE AS INDICATED ON DETAIL 1 ON SHEET E0.02
- ② PROVIDE (1) 2" C. WITH (3)#1 AWG AND (1)#8 GND, AS INDICATED ON DRAWINGS.
- ③ JACK/BORE AND PROVIDE (1) 2" PVC SCHEDULE 40 WITH (3)#1 AWG, AND (1)#8 GND. COORDINATE WITH TXDOT AND CIVIL DRAWINGS.
- ④ BORE AND PROVIDE (1) 1" PVC SCHEDULE 40 WITH (3)#10, (1)#10 GND AND CIRCUIT AS INDICATED IN SHEET E0.04.
- ⑤ TERMINATE ELECTRICAL FEEDERS IN 100A MAIN BREAKER PANEL INSIDE ELECTRICAL CABINET. REFER TO SHEET E0.03 FOR MORE INFORMATION.
- ⑥ PROVIDE (1) 1" C. WITH (2)#10 AWG AND (1)#10GND CIRCUIT AS INDICATED IN SHEET E0.04.

LEGEND

- F1 ● PEDESTRIAN LIGHTING - LETTER INDICATES TYPE. SEE SHEET E0.01
- UE — UE — UNDERGROUND ELECTRICAL SECONDARY
- [Symbol] SERVICE RACK STRUCTURE
- [M] ELECTRICAL METER BOX
- [O] ELECTRICAL SERVICE POLE
- [Symbol] ELECTRICAL DISTRIBUTION CABINET
- [Symbol] TRAFFIC RATED PULLBOX
- [Symbol] UNDERGROUND LIGHTING CIRCUIT.
- [X] BUS SHELTER



MATCHLINE STA 3+00
SEE SHEET ES8.02

STATION 8 OB

Summary of Changes in the Scope of Work

BB1-152 ELP-20-1 TRAFFIC RELATED GROUND BOXES QUAZITEC	+1-EA
BB1-160 CO#13.01B LENGTH OF #4 AWG CABLE	+470-LF
BB1-162 CO#13.01D LENGTH OF #3/0 AWG CABLE	+1,470-LF
BB1-164 CO#13.01F (PVC) (SCHD 40) (3")	+340-LF
BB1-165 CO#13.01G (PVC) (BORE) (SCHD 40) (3")	+130-LF
BB1-142 ELP-25-1 (PVC) (SCHD 40) (2")	-300-LF
BB1-143 ELP-25-2 (PVC) (BORE) (SCHD 40) (2")	-130-LF
BB1-146 ELP-26-3 LENGTH OF #1 AWG CABLE	-900-LF
BB1-147 ELP-26-6 LENGTH OF #8 AWG CABLE	-300-LF

MCRAE INBOUND AND OUTBOUND STATION - ELECTRICAL SITE PLAN

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SEAL

DATE: 04/09/2018
DESIGN BY: LF
DRAWN BY: LF
CHECKED BY: LF
APPROVED BY: LF
JOB No: 17-100

SCALE

MONTANA RAPID TRANSIT SYSTEM

MCRAE - STATION 8
ELECTRICAL SITE
PLAN

CAPITAL IMPROVEMENT
CITY OF EL PASO
218 N. CAMPBELL STREET
EL PASO, TEXAS 79901
(915) 533-0000
FAX 915.332.0060

CAPITAL IMPROVEMENT
CITY OF EL PASO

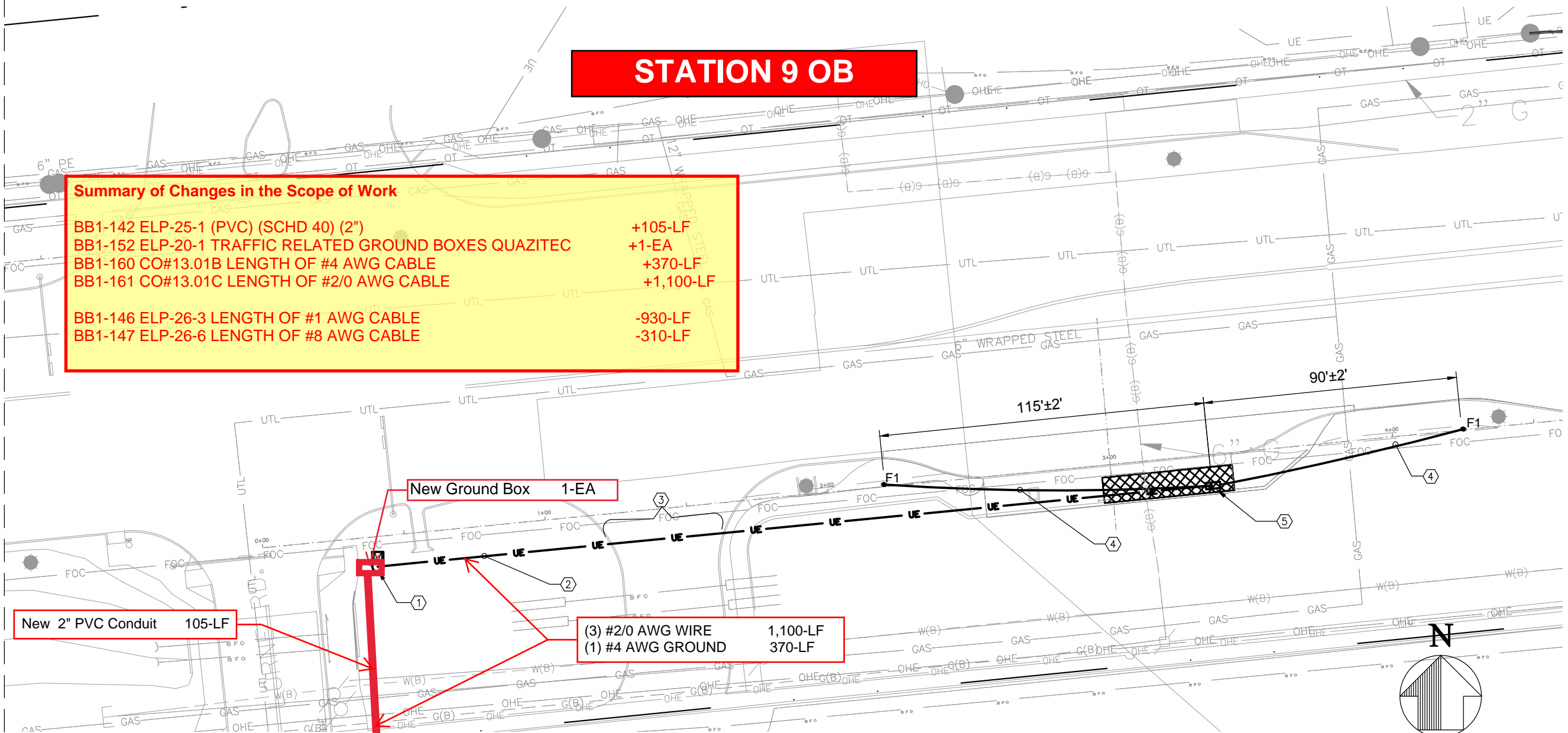
ELECTRICAL SHEETS

ES8.01

SHEET

354

MATCHLINE STA 5+50
SEE SHEET ES9.01



LORNE INBOUND AND OUTBOUND STATION - ELECTRICAL SITE PLAN

GENERAL NOTES:

1. VERIFY CLEARANCES WITH UTILITIES BEFORE THE START OF TRENCHING OR JACK AND BORE ANY PIT FOR CONDUIT RUNS.

KEY NOTES:

- (1) PROVIDE ELECTRICAL METER AND POLE AS INDICATED ON DETAIL 1 ON SHEET E0.02.
- (2) PROVIDE (1) 2" C. PVC SCHEDULE 40 WITH (3)#1 AWG AND (1)#8 GND, AS INDICATED ON DRAWINGS.
- (3) JACK/BORE AND PROVIDE (1) 2" C. PVC SCHEDULE 40 WITH (3)#1 AWG, (1)#8 GND. COORDINATE WITH TXDOT AND CIVIL DRAWINGS.
- (4) PROVIDE (1) 1" C. PVC SCHEDULE 40 WITH (2)#10 AWG AND (1)#10 GND CIRCUIT AS INDICATED IN SHEET E0.04
- (5) TERMINATE ELECTRICAL FEEDERS IN 100A MAIN BREAKER PANEL INSIDE ELECTRICAL CABINET. REFER TO SHEET E0.03 FOR MORE INFORMATION.

LEGEND

- F1 ● PEDESTRIAN LIGHTING - LETTER INDICATES TYPE. SEE SHEET E0.01
- UE — UNDERGROUND ELECTRICAL SECONDARY
- METER POLE
- Service Point Electrical Meter and Pole BB1-ELP-19-1
- ELECTRICAL DISTRIBUTION CABINET
- TRAFFIC RATED PULLBOX
- UNDERGROUND LIGHTING CIRCUIT.
- ▨ BUS SHELTER

SHEET SUMMARY OF ESTIMATED QUANTITIES LORNE ES9.02

	N0.	Series	Description	Unit	# OF CONDUCTORS	LENGTH OF THE RUNS	QTY
ELP-19	-1		Service Point Electrical Meter and Pole	EA			1
ELP-20	-1		Traffic rated pullbox Quazite pc style 24x12x12	EA			
ELP-25	-1		Length of 2" Conduit	LF			266
ELP-25	-2		Length of 2" Conduit (BORE)	LF			44
ELP-25	-5		Length of 1" Conduit	LF			221
ELP-25	-6		Length of 1" Conduit (BORE)	LF			
ELP-26	-3		Length of #1 AWG Cable	LF	3	310	930
ELP-26	-6		Length of #8 AWG Cable	LF	1	310	310
ELP-26	-7		Length of #10 AWG Cable	LF	3	221	663
ELP-5			Pedestrian Illumination	EA			2
416	6001		Drill Shaft (18in)	LF			12

THESE QUANTITIES ARE APPROXIMATE VALUES

NO.	DATE	REVISION	REMARKS	BY

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	DESIGN BY: LF
	DRAWN BY: LF
	CHECKED BY: LF
	APPROVED BY: LF
	JOB No: 17-100

MONTANA RAPID TRANSIT SYSTEM

LORNE - STATION 9 ELECTRICAL SITE PLAN

CAPITAL IMPROVEMENT
CITY OF EL PASO

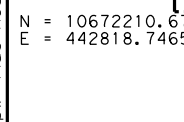


ELECTRICAL SHEETS

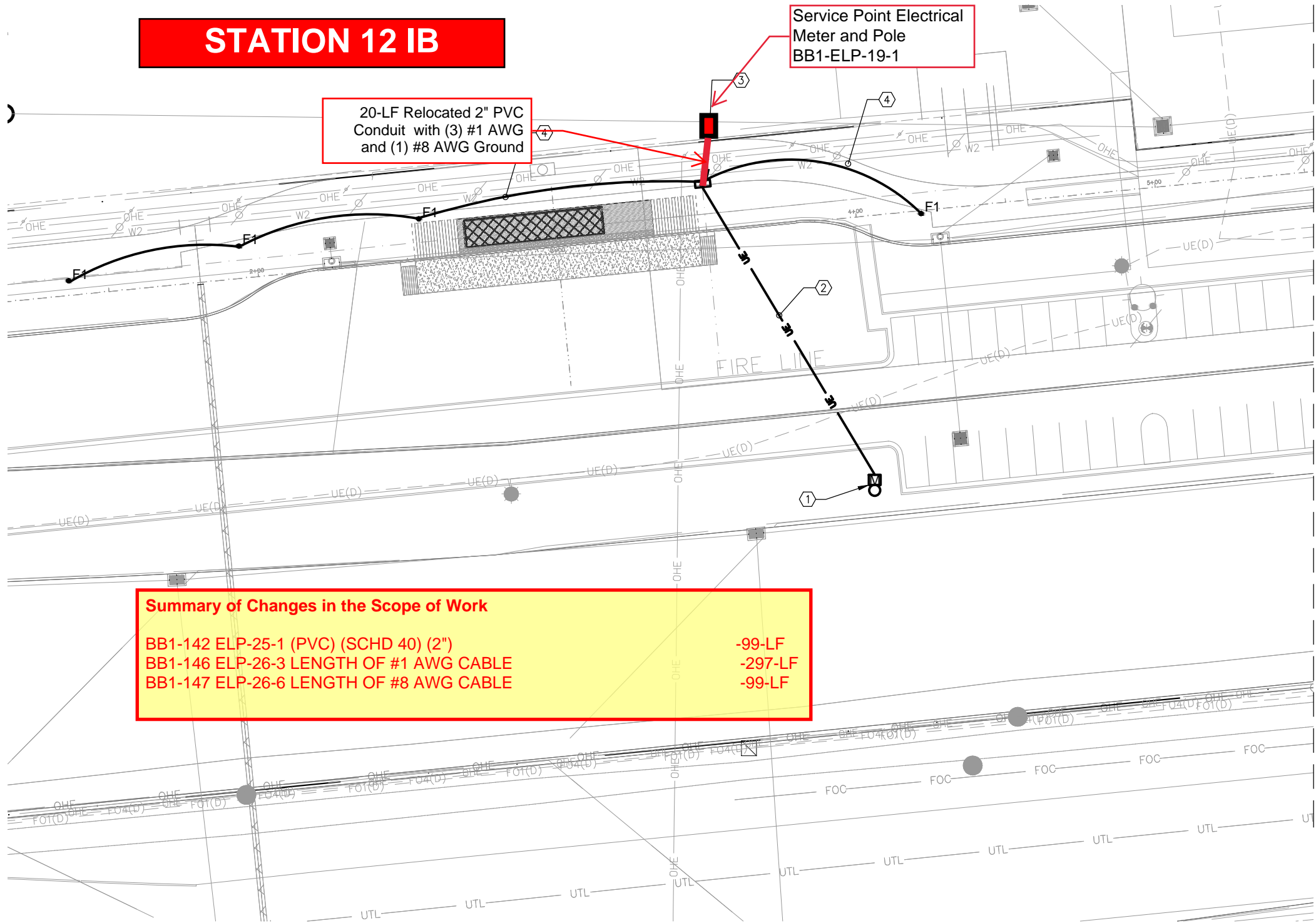
ES9.02

SHEET

367



	SHEET
	202



SAUL KLEINFELD INBOUND AND OUTBOUND STATION - ELECTRICAL SITE PLAN

- GENERAL NOTES:
1. VERIFY CLEARANCES WITH UTILITIES BEFORE THE START OF TRENCHING OR JACK AND BORE ANY PIT FOR CONDUIT RUNS.
- KEYED NOTES:
- ① PROVIDE ELECTRICAL METER AND POLE AS INDICATED ON DETAIL 1 ON SHEET E0.02.
- ② PROVIDE (1) 2" C. WITH (3)#1 AWG AND (1)#8GND AS INDICATED ON DRAWINGS.
- ③ TERMINATE ELECTRICAL FEEDERS IN 100A MAIN BREAKER PANEL INSIDE ELECTRICAL CABINET. REFER TO SHEET E0.03 FOR MORE INFORMATION.
- ④ PROVIDE (1) 1" C. WITH (2)#10 AWG AND (1)#10GND CIRCUIT AS INDICATED IN SHEET E0.04.

LEGEND

F1 PEDESTRIAN LIGHTING - LETTER INDICATES TYPE. SEE SHEET E0.01

—UE— UNDERGROUND ELECTRICAL SECONDARY

SERVICE RACK STRUCTURE

M ELECTRICAL METER BOX

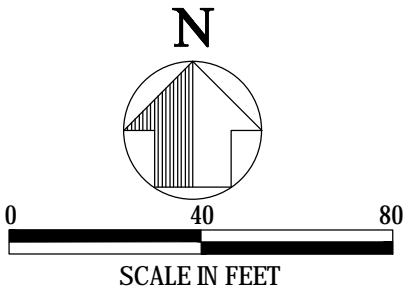
O ELECTRICAL SERVICE POLE

ELECTRICAL DISTRIBUTION CABINET

TRAFFIC RATED PULLBOX

UNDERGROUND LIGHTING CIRCUIT.

BUS SHELTER



NO.	DATE	REVISION	REMARKS	BY

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SEAL

PEDRO L. TRIVIN
REGISTERED PROFESSIONAL ENGINEER
07216

SCALE	DATE: 04/09/2018	DESIGN BY: LF	DRAWN BY: LF	CHECKED BY: LF	APPROVED BY: LF	JOB No: 17-100

MONTANA RAPID TRANSIT SYSTEM

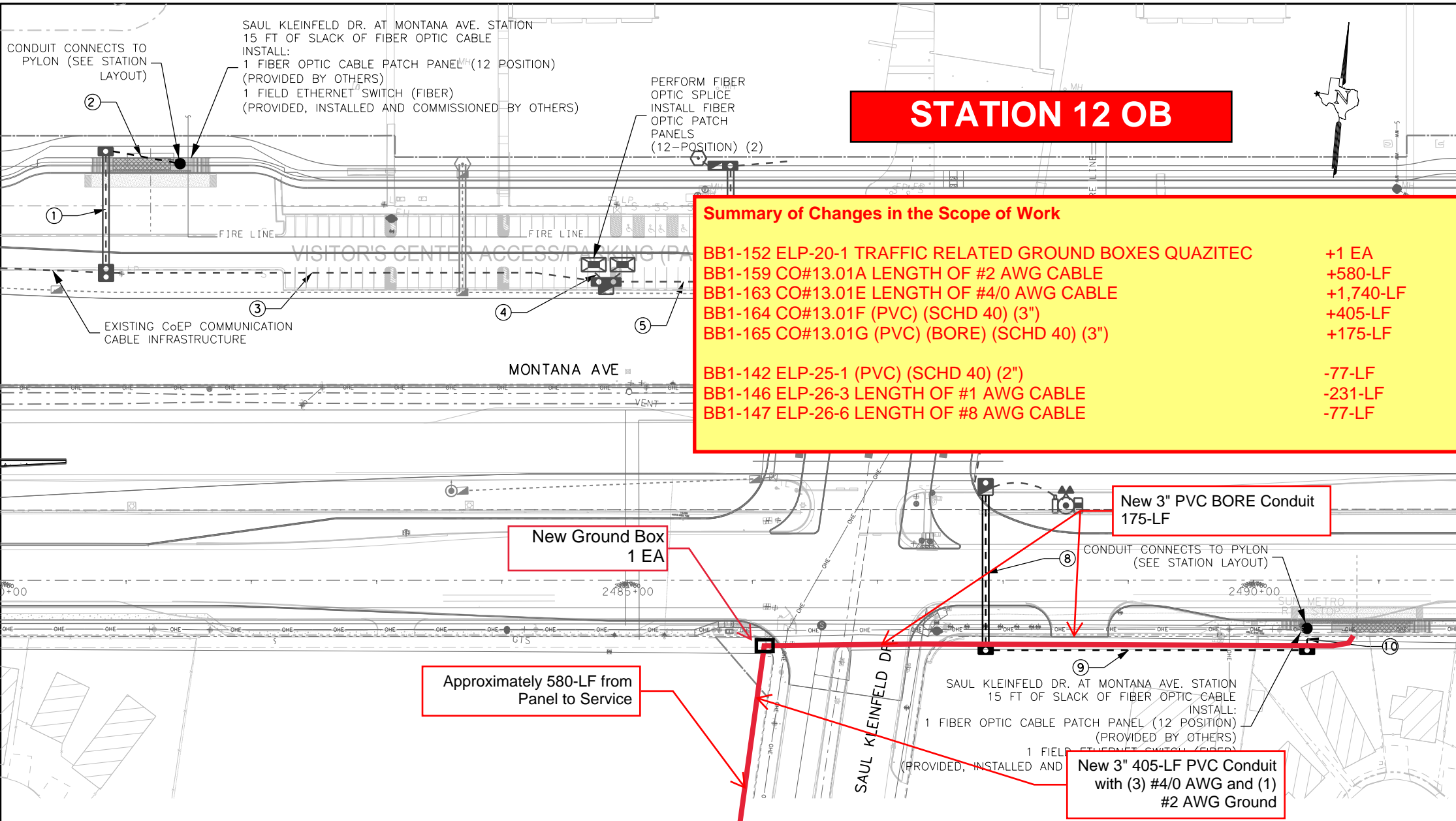
SAUL KLEINFELD - STATION 12 ELECTRICAL SITE PLAN

CAPITAL IMPROVEMENT CITY OF EL PASO
218 N. CAMPBELL STREET
EL PASO, TEXAS 79901
TEL: 915.321.0005 FAX: 915.321.0006

CAPITAL IMPROVEMENT CITY OF EL PASO

ELECTRICAL SHEETS
ES12.01
SHEET
389

9:27:29 AM
6/8/2018
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STATION 12 OB

Summary of Changes in the Scope of Work

BB1-152 ELP-20-1 TRAFFIC RELATED GROUND BOXES QUAZITEC	+1 EA
BB1-159 CO#13.01A LENGTH OF #2 AWG CABLE	+580-LF
BB1-163 CO#13.01E LENGTH OF #4/0 AWG CABLE	+1,740-LF
BB1-164 CO#13.01F (PVC) (SCHD 40) (3")	+405-LF
BB1-165 CO#13.01G (PVC) (BORE) (SCHD 40) (3")	+175-LF
BB1-142 ELP-25-1 (PVC) (SCHD 40) (2")	-77-LF
BB1-146 ELP-26-3 LENGTH OF #1 AWG CABLE	-231-LF
BB1-147 ELP-26-6 LENGTH OF #8 AWG CABLE	-77-LF

LEGEND:

	EXISTING GROUND BOX
	PROP GROUND BOX (TY A)
	PROP GROUND BOX (TY 1)
	PROP GROUND BOX (TY 2)
	EXIST. CONDUIT (PVC) SEE CONDUIT RUN TABLE
	PROP. CONDUIT (PVC) SEE CONDUIT RUN TABLE
	CONDUIT BORED UNDER RDWY SEE CONDUIT RUN TABLE
	PROPOSED (R.M.) CONDUIT
	① CONDUIT RUN LABEL

NOTES:

- CONTRACTOR SHALL VERIFY THAT ALL EXISTING SYSTEMS ARE FUNCTIONAL AFTER INSTALLATION OF PROPOSED CABLE. ANY NON-FUNCTIONING SYSTEMS AS RESULT OF THIS INSTALLATION MUST BE REPAIRED TO AN EQUAL OR BETTER CONDITION BY THE CONTRACTOR. THIS WORK WILL BE SUBSIDIARY TO FIBER OPTIC CABLE INSTALLATION.
- CONDUIT IS SHOWN FOR INFORMATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT LOCATION OF CITY AND STATE ROW.
- CONDUIT, GROUND BOXES AND FIBER OPTIC CABLE MARKER LOCATIONS ARE DIAGRAMMATICAL ONLY. THOSE MAY BE ADJUSTED TO ACCOMMODATE FIELD CONDITIONS.
- CONDUIT, GROUND BOXES AND FIBER OPTIC CABLE MARKERS MUST BE INSTALLED WITHIN CITY ROW. EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE AND ARE INTENDED TO ILLUSTRATE THAT THEY ARE PRESENT. CONTRACTOR SHALL POTHOLE APPARENT UTILITY CONFLICTS AT INTERVALS NO MORE THAN 300 FT. TO VERIFY LOCATION AND DEPTH.

CONDUIT AND CABLE SCHEDULE														
RUN NO.	CONDUIT STATUS	CONDUIT						CABLE STATUS	CABLE					RUN NO.
		ITEM 618			ITEM 6027	ITEM 620	ITEM 6014		ITEM 6007	ITEM 6007	LENGTH OF RUN			
		TRENCH		BORE										
		PVC SCHD 40 (2")	PVC SCHD 40 (3")	PVC SCHD 40 (4") MULTIDUCT								PVC SCH 40 (2") (BORE)	PVC SCH 40 (3") (BORE)	
1	I					1		I	1	1			100	1
2	I		1					I	1	1			65	2
3	E						1	I, E		1			400	3
4	E						1	I, E		2			20	4
5	E						1	I, E		1			105	5
6	E						1	I, E		1			265	6
7	E						1	I, E		1			195	7
8	I					1		I	1	1			135	8
9	I		1					I	1	1			260	9
10	I							I	1	1			20	10
TOTAL		0	345	0	0	235	985		580	1615	0	0	1565	TOTAL

STATUS: E = EXISTING, I = INSTALL

ESTIMATED QUANTITIES				
ITEM	CODE	DESCRIPTION	UNIT	QTY
Service Point Electrical Meter and Pole BB1-ELP-19-1				
		ATION (SPECIAL)	CY	
		JIT (PVC) (SCHD 40 (3"))	LF	345
		JIT (PVC) (SCHD 40) (3") (BORE)	LF	235
		ONDR (NO.14) INSULATED	LF	580
624	6014	GROUND BOX TY 1 (122422) W/ APRON	EA	2
624	2004	GROUND BOX TY 2 (243636) W/ APRON	EA	
6027	6003	CONDUIT (PREPARE)	LF	985
6007	6020	FIBER OPTIC PIGTAIL (12 FIBER)	LF	1615
6007	6023	FIBER OPTIC PATCH PANEL (12 POSITION)	EA	4
6007	6087	FIBER OPTIC SPLICE ENCLOSURE (TYPE 1)	EA	

ESTIMATED QUANTITIES (WORK BY OTHERS)				
ELP-13	2001	FIELD ETHERNET SWITCH (COPPER)	EA	
ELP-13	2002	FIELD ETHERNET SWITCH (FIBER)	EA	2
ELP-28	2001	WIRELESS ROUTER	EA	2
ELP-14	2001	DOME CAMERA	EA	6
ELP-15	2001	SERVER NVR	EA	2
ELP-16	2001	NVR SOFTWARE	EA	2
ELP-17	2001	BLACKBOX FOR CAMERA	EA	2
EPL-18	2001	CAMERA WALL MOUNT	EA	2

ATKINS
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Center Drive, Suite 340
Charlotte, NC 28217
Tel: 704.522.7275
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ENGINEER'S SEAL

SCALE
HORIZ. 1"=100'
VERT. 1"=100'

DATE: 11-30-2017
DESIGN BY: H.A.B.
DRAWN BY: B.J.S.
CHECKED BY: B.J.S.
APPROVED BY: H.A.B.
JOB No. 17-100

MONTANA RAPID TRANSIT SYSTEM

INTELLIGENT TRANSPORTATION SYSTEMS

SAUL KLEINFELD STATION

CAPITAL IMPROVEMENT
CITY OF EL PASO
218 W. CAMPBELL STREET
EL PASO, TEXAS 79901
TEL: 915.722.0065
FAX: 915.722.0066

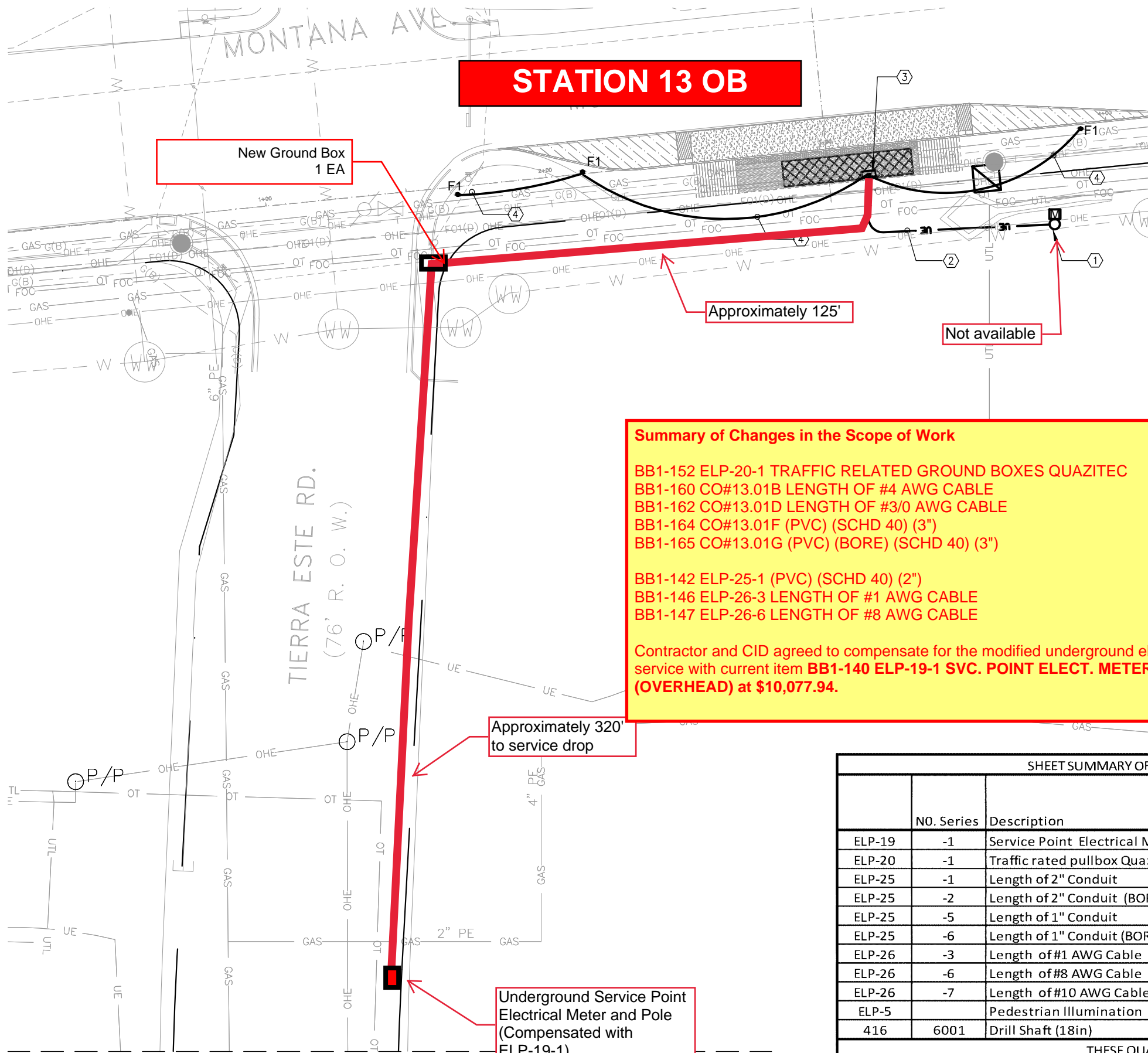
CAPITAL IMPROVEMENT
CITY OF EL PASO

TMS SHEETS

I-12

SHEET

279



STATION 13 OB

New Ground Box
1 EA

Approximately 125'

Not available

Summary of Changes in the Scope of Work

- BB1-152 ELP-20-1 TRAFFIC RELATED GROUND BOXES QUAZITEC +1-EA
- BB1-160 CO#13.01B LENGTH OF #4 AWG CABLE +445-LF
- BB1-162 CO#13.01D LENGTH OF #3/0 AWG CABLE +1,335-LF
- BB1-164 CO#13.01F (PVC) (SCHD 40) (3") +405-LF
- BB1-165 CO#13.01G (PVC) (BORE) (SCHD 40) (3") +40-LF
- BB1-142 ELP-25-1 (PVC) (SCHD 40) (2") -107-LF
- BB1-146 ELP-26-3 LENGTH OF #1 AWG CABLE -321-LF
- BB1-147 ELP-26-6 LENGTH OF #8 AWG CABLE -107-LF

Contractor and CID agreed to compensate for the modified underground electrical service with current item **BB1-140 ELP-19-1 SVC. POINT ELECT. METER & POLE (OVERHEAD)** at \$10,077.94.

Approximately 320'
to service drop

Underground Service Point
Electrical Meter and Pole
(Compensated with
ELP-19-1)

SEE SHEET ES13.01

GENERAL NOTES:

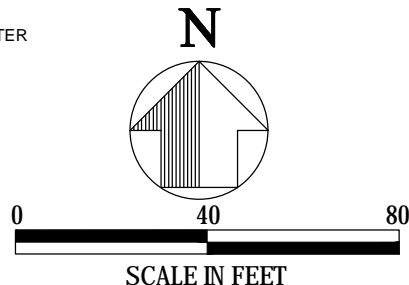
1. VERIFY CLEARANCES WITH UTILITIES BEFORE THE START OF TRENCHING OR JACK AND BORE ANY PIT FOR CONDUIT RUNS.

KEYED NOTES:

- ① PROVIDE ELECTRICAL METER AND POLE AS INDICATED ON DETAIL 1 ON SHEET E0.02.
- ② PROVIDE (1) 2" C. IN SCHEDULE 40 WITH (3)#1 AWG AND (1)#8GND AS INDICATED ON DRAWINGS.
- ③ TERMINATE ELECTRICAL FEEDERS IN 100A MAIN BREAKER PANEL INSIDE ELECTRICAL CABINET. REFER TO SHEET E0.03 FOR MORE INFORMATION.
- ④ PROVIDE (1) 1" C. WITH (2)#10 AWG AND (1)#10GND AND CIRCUIT AS INDICATED IN SHEET E0.04.

LEGEND

- F1 ● PEDESTRIAN LIGHTING - LETTER INDICATES TYPE. SEE SHEET E0.01
- UE—UE— UNDERGROUND ELECTRICAL SECONDARY
- SERVICE RACK STRUCTURE
- [M] ELECTRICAL METER BOX
- ELECTRICAL SERVICE POLE
- ELECTRICAL DISTRIBUTION CABINET
- TRAFFIC RATED PULLBOX
- UNDERGROUND LIGHTING CIRCUIT.
- [X] BUS SHELTER



SHEET SUMMARY OF ESTIMATED QUANTIES TIERRA ESTE ES13.03

	N0. Series	Description	Unit	# OF CONDUCTORS	LENGTH OF THE RUNS	QTY
ELP-19	-1	Service Point Electrical Meter and Pole	EA			1
ELP-20	-1	Traffic rated pullbox Quazite pc style 24x12x12	EA			
ELP-25	-1	Length of 2" Conduit	LF			107
ELP-25	-2	Length of 2" Conduit (BORE)	LF			
ELP-25	-5	Length of 1" Conduit	LF			241
ELP-25	-6	Length of 1" Conduit (BORE)	LF			
ELP-26	-3	Length of #1 AWG Cable	LF	3	107	321
ELP-26	-6	Length of #8 AWG Cable	LF	1	107	107
ELP-26	-7	Length of #10 AWG Cable	LF	3	241	723
ELP-5		Pedestrian Illumination	EA			3
416	6001	Drill Shaft (18in)	LF			18

THESE QUANTITIES ARE APPROXIMATE VALUES

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Orlando, Florida 32810
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DATE: 04/09/2018
DESIGN BY: LF
DRAWN BY: LF
CHECKED BY: LF
APPROVED BY: LF
JOB No: 17-100

MONTANA RAPID TRANSIT SYSTEM

TIERRA ESTE -
STATION 13
ELECTRICAL SITE
PLAN

CAPITAL IMPROVEMENT
CITY OF EL PASO
218 N. CAMPBELL STREET
EL PASO, TEXAS 79901
TEL: 915.321.0000
FAX: 915.321.0000

CAPITAL IMPROVEMENT
CITY OF EL PASO

ELECTRICAL SHEETS

ES13.03

SHEET

399

c:\projects\se\dannenbaum\workdir\aurora.oval\0118822\US62_RTS_STAI3_SDWLAY.dgn 10/16/2019 4:31:45 PM \$USERNAME\$

STATION 13 OB

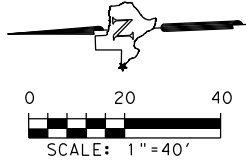
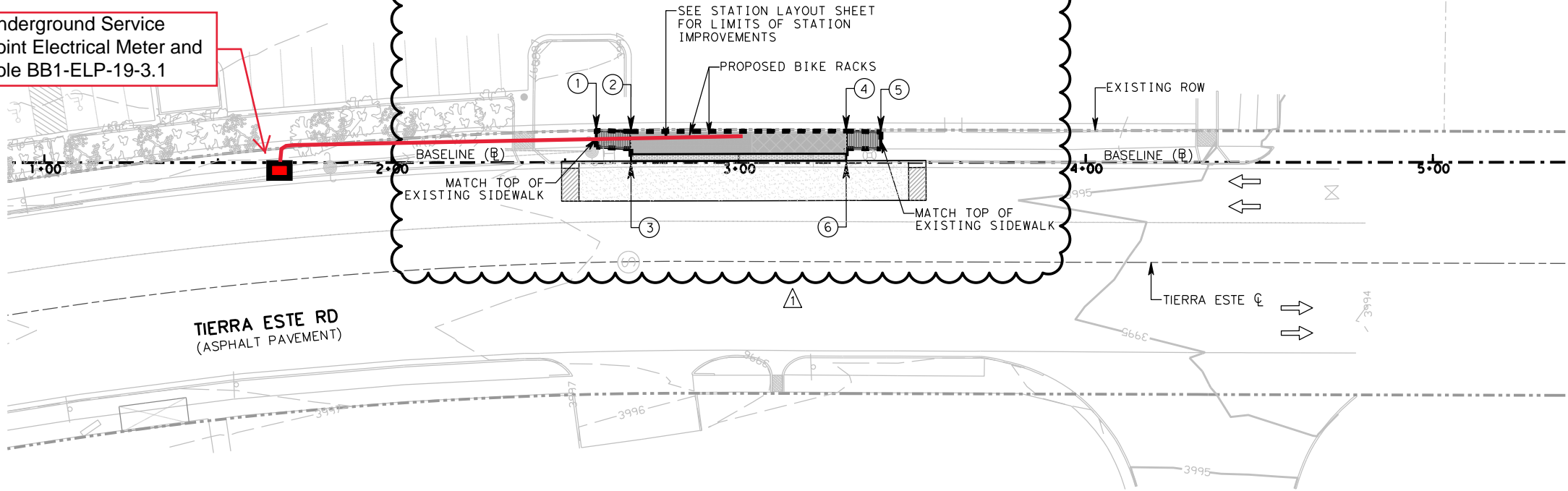
Summary of Changes in the Scope of Work

Contractor and CID agreed to compensate for the modified underground electrical service with current item **ELP-19-1 SVC. POINT ELECT. METER & POLE (OVERHEAD)** at **\$10,077.94/EA**. Not currently under BB2 but to be added via CO#13.

BB2-241 CO#13.01I SVC. POINT ELECT. METER & POLE (OVERHEAD) +1-EA

BB2-203 ELP-19-1 SVC. POINT ELECT. METER & POLE (OVERHEAD) -1-EA

Underground Service
Point Electrical Meter and
Pole BB1-ELP-19-3.1



LEGEND:

- PROPOSED ROW - PENDING ACQUISITION BY CITY
- - - EXISTING ROW
- - - STREET CENTERLINE (CL)
- LIMITS OF STATION IMPROVEMENTS
- [Pattern] PROPOSED CONCRETE SIDEWALK
- [Pattern] PROPOSED CONCRETE DRIVEWAY
- [Pattern] PROPOSED CURB RAMP DETECTABLE WARNING SURFACE
- [Pattern] PROPOSED CONCRETE BUS PAD
- [Pattern] PROPOSED HMAC APPROACH PAD
- [Pattern] PROPOSED CONCRETE RAMP
- [Pattern] PROPOSED CONCRETE PLATFORM
- PROPOSED CONCRETE CURB & GUTTER
- [Symbol] PROPOSED BIKE RACK
- [Arrow] TRAFFIC FLOW DIRECTION
- [Symbol] DRIVEWAY NUMBER (REFER TO DRIVEWAY SHEETS FOR DRIVEWAY DATA)
- [Symbol] CONTROL DATA POINT AND NUMBER

NOTES:

- MANHOLES, SEWER, WATER VALVES, RINGS AND COVERS, THAT REMAIN SHALL BE ADJUSTED TO MATCH FINISHED GRADE ELEVATIONS.
- CONTRACTOR SHALL PROTECT FROM DAMAGE EXISTING UTILITIES, UTILITY METERS, FIRE HYDRANTS, STREET SIGNS AND ILLUMINATION POLES DURING CONSTRUCTION ACTIVITIES.
- COORDINATE THE CONSTRUCTION LIMITS OF THE SIDEWALK, RAMPS AND DRIVEWAYS IMPROVEMENTS AREA WITH THE DEMOLITION PLANS SO THAT EXACT BOUNDARIES OF DEMOLITION MAY BE DETERMINED.
- THERE ARE NUMEROUS UTILITIES IN THE PROJECT AREA. CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES BEFORE STARTING ANY CONSTRUCTION OPERATIONS IN THE PROJECT AREA.
- THE FINISHED GRADE AT NEWLY CONSTRUCTED SURFACES AROUND THE PERIMETER OF SIDEWALK IMPROVEMENTS SHALL BE FLUSH WITH THE EXISTING ADJACENT SURFACE GRADE UNLESS OTHERWISE SHOWN ON PLANS.
- REFER TO DEMOLITION SHEETS FOR LIMITS OF PAVEMENT REMOVAL.
- EXTEND NEW CONCRETE DRIVEWAY IN DRIVEWAY TRANSITIONAL AREAS TO DAY LIGHT. MATCH EXISTING ADJACENT SURFACE GRADE(S). COORDINATE IMPROVEMENTS AND RIGHT-OF-ENTRY WITH CITY INSPECTOR AND PROPERTY OWNER PRIOR TO ANY WORK.
- SIDEWALK IMPROVEMENTS SHALL MATCH EXISTING GRADES.
- GROOVES SHOWN ON STATION RAMPS SHALL NOT BE CONSTRUCTED. (DISPLAY PURPOSES ONLY)
- SEE ALIGNMENT DATA SHEET FOR PROJECT BASELINE CONTROL.
- BIKE RACKS FINAL PLACEMENT LOCATION TO BE DETERMINED BY CITY INSPECTOR.

SIDEWALK LIMITS

SIDEWALK QUANTITY SUMMARY TABLE			
TIERRA ESTE STATION - BASE BID II			
ITEM	DESCRIPTION	QUANTITY	UNIT
529 6034	CONC CURB (MONO)(TYII)(MOD)	105	LF
531 6027	CURB RAMP (TY 10)	2	EA
531 6001	CONC SIDEWALKS (4")	12	SY

POINT NO	NORTHING	EASTING	ELEVATION
1	10671797.870	456449.493	3996.61 TS
2	10671787.891	456448.754	3996.87 EP
3	10671788.234	456439.749	3996.73 EP
4	10671725.936	456446.398	3996.72 EP
5	10671715.953	456445.761	3996.45 TS
6	10671726.279	456437.393	3996.59 EP

NO.	DATE	REVISION	REMARKS	BY
MONTANA RAPID TRANSIT SYSTEM				
STATION NO. 13				
TIERRA ESTE STATION				
INBOUND				
SIDEWALK LAYOUT				
SHEET 1 OF 1				
CAPITAL IMPROVEMENT				
CITY OF EL PASO				
218 N. CAMPBELL STREET EL PASO, TEXAS 79901 TEL 915.721.2005 FAX 915.721.2006				
CIVIL SHEETS				
C-134				
SHEET				
230				



September 1, 2021

Attn: Alex Avila

Construction Superintendent
City of El Paso - Capital Improvements Department
218 N. Campbell Street
El Paso, TX 79901

RE: Montana RTS Improvements
TxDOT CSJ No. 0374-02-089
Solicitation No. 2018-836
RFP #010 – Additional Electrical Wiring
Opinion of Probable Construction Cost (OPCC)

Dear Mr. Avila:

We have performed an independent opinion of probable construction cost in reference to *Request for Proposal, RFP #010*, issued to Venegas Engineering Management and Construction (VEMAC) for the aforementioned project. The subject RFP is in reference to additional work and costs associated with the furnishing and installation of additional electrical wiring for the new electrical services. The additional scope of work was requested by the Capital Improvement Department (CID). This memorandum outlines the background, opinion of construction cost, and suggested course of action.

BACKGROUND

The project improvements consist on furnishing and installing electrical wiring from the canopy structures and to the new electrical services throughout the project sites. As part of the coordination with El Paso Electric Company (EPECo), the service location resulted to be far away from the anticipated location at Station 08 McRae, Station 09 Lorne, Station 12, Saul Kleinfeld, and Station 13 Tierra Este. As a result, additional wiring with an increase in gauge was required to account for the relocated service and to accommodate the proposed service load. The Contractor issued a Request for Information, *RFI #110*, on *April 21, 2021* requesting direction on how to proceed. The Engineer of Record agreed to incorporate new bid items for electrical wiring needed to accommodate this unforeseen condition. A Request for Proposal, *RFP #010*, was issued on *June 17, 2021*, and the Contractor provided a proposal dated on *August 16, 2021* with a total amount of **\$31,656.69**. No additional time was requested. If the proposal is accepted as is, a net change in the contract amount is estimated to be:

➤ <i>RFP #010A #2 AWG Insulated Cable</i>	<i>580-LF</i>	\$3,619.20
➤ <i>RFP #010B #2/0 AWG Insulated Cable</i>	<i>1,100-LF</i>	\$9,790.92
➤ <i>RFP #010C #4/0 AWG Insulated Cable</i>	<i>1,740-LF</i>	\$18,235.2
<i>Percent Contract Change:</i>		0.16%

OPINION OF PROBABLE CONSTRUCTION COST

In an effort to establish an agreeable construction cost for the furnishing and installation of additional electrical wiring, we developed an opinion of probable construction cost based on industry standards and estimating best practices alongside with recommendations from the Construction Management Association of America (CMAA) and TxDOT Best Practices Handbook.

The construction cost was estimated based on available contract pricing and was complemented with TxDOT 12-month Moving Unit Price Averages for the Statewide Averages. No historic data was found on the El Paso Districts' database. Table 1 presents the available historic data.

To provide further contrast, a detailed and itemized estimate was developed based on RSMeans data and historic production rates for this type of work. Labor, equipment, and material costs were estimated. Applicable TxDOT markups were incorporated into each category and a total estimated construction cost was calculated. Equipment and material rates were obtained from the local market. Detail breakdown is found on the attachments. Table 2 presents the estimated construction cost.

Table 1 Construction Cost Based on Historic Data

Construction Cost Based on Historic Data					
Reference	Description	Quantity	Unit of Measure	Unit Price	Extended Amount
TxDOT Average Statewide	620 6022 ELEC CONDR (No. 2) INSULATED	580	LF	3.28	1,902.40
	620 6022 ELEC CONDR (No. 2/0) INSULATED	1,100	LF	7.54	8,294.00
	620 6022 ELEC CONDR (No. 4/0) INSULATED	1,740	LF	8.16	14,198.40
Total Estimated Amount					\$ 24,394.80

Table 2 – Opinion of Construction Cost for RFP #010

Opinion of Probable Construction Cost							
Description	Qty	U.O.M	Labor	Material	Equipment	Subcontract	Estimate Total
Electrical Wiring #2 AWG	580	LF	1,062.00	1,943.75	451.95	-	3,457.70
Electrical Wiring #2/0 AWG	1,110	LF	1,258.00	6,688.75	512.95	-	8,459.70
Electrical Wiring #4/0 AWG	1,740	LF	1,520.00	12,818.75	478.95	-	14,817.70
Subtotal			\$ 3,840.00	\$ 21,451.25	\$ 1,443.85	\$ -	\$ 26,735.10
Bond Compensation (1%)			\$ 38.40	\$ 214.51	\$ 14.44		\$ 267.35
Total Estimated Amount							\$ 27,002.45

A probable construction cost for the furnishing and installation of additional electrical wiring is estimated at **\$27,003**. The Contractor's proposal of **\$31,657** exceeds our estimated construction cost by only **14.7%**. The Contractor's breakdown was reviewed and validated. Additionally, the Contractor's proposed unit pricing was reviewed against similar electrical wiring work on the contract and was found to be within reasonable limits. For instance, the contract's unit price on the furnishing and installation of a #1 AWG cable was priced at **\$6.92/LF** whereas the proposed unit price for a #2 AWG cable is at **\$6.02/LF**. This unit price reflects similar scope of work but with a different gauge wire material. As a result, the proposal was **found to be fair and reasonable cost**.

SUGGESTED COURSE OF ACTION

Based on the presented findings, we recommend to accept the proposal as is and incorporate the change into an upcoming change order. Pending your instructions, we will move forward as recommended, or proceed with any other action you believe prudent.

Please do not hesitate to contact us should you require additional information.

Sincerely,
ECM INTERNATIONAL, INC.



Gerardo Garcia, **PE, CCM**
Construction Project Manager

Attachment: *Estimate Breakdown*
RFP #010 Additional Electrical Wiring
Contractor's Original Proposal



OPINION OF PROBABLE CONSTRUCTION COST

RFP #010 ADDITIONAL ELECTRICAL WIRING (#2 AWG)

Estimated Manpower Costs

Item ID#	Description	Quantity	Unit of Measure	Unit Price	Extended Amount
L-01	Foreman	4.00	HR	35.00	140.00
L-02	Skilled Laborer	10.00	HR	18.00	180.00
L-03	Laborer	10.00	HR	15.00	150.00
L-04	Electrician	4.00	HR	30.00	120.00
L-05		-		-	-

Subtotal on Labor: \$ 590.00

Labor Burden per Item 9L, 7.1.1. (55%): \$ 324.50

Labor Compensation per Item 9L, 7.1.2. (25%): \$ 147.50

Estimated Material Costs

Item ID#	Description	Quantity	Unit of Measure	Unit Price	Extended Amount
M-01	#2 XHHW CONDUCTOR	580.00	LF	2.25	1,305.00
M-02	Tape, Pull Lube, and Misc. Materials	1.00	LS	250.00	250.00
M-03				-	-
M-04				-	-
M-05				-	-

Subtotal on Materials: \$ 1,555.00

Materials Compensation per Item 9L, 7.1.3. (25%): \$ 388.75

Estimated Equipment Costs

Item ID#	Description	Quantity	Unit of Measure	Unit Price	Extended Amount
E-01	Foreman Truck	4.00	HR	22.00	88.00
E-02	Utility Truck & Pulling Machine	10.00	HR	30.50	305.00
E-03		-		-	-
E-04		-		-	-
E-05		-		-	-

Subtotal on Equipment: \$ 393.00

Equipment Compensation per Item 9L, 7.1.4. (15%): \$ 58.95

Estimated Subcontractor's Costs

Item ID#	Description	Quantity	Unit of Measure	Unit Price	Extended Amount
S-01		-		-	-
S-02		-		-	-
S-03		-		-	-
S-04		-		-	-
S-05		-		-	-

Subtotal on Subcontract \$ -

Subcontract's Compensation per Item 9L, 7.1.5. (5%): \$ -

SUBTOTAL

\$ 3,457.70

BOND COST PER ITEM 9L, 7.1.8 (1%)

\$ 34.58

TOTAL ESTIMATED COST

\$ 3,492.28



OPINION OF PROBABLE CONSTRUCTION COST

RFP #010 ADDITIONAL ELECTRICAL WIRING (#2/0 AWG)

Estimated Manpower Costs

Item ID#	Description	Quantity	Unit of Measure	Unit Price	Extended Amount
L-01	Foreman	6.00	HR	35.00	210.00
L-02	Skilled Laborer	12.00	HR	18.00	216.00
L-03	Laborer	12.00	HR	15.00	180.00
L-04	Electrician	6.00	HR	30.00	180.00
L-05		-		-	-

Subtotal on Labor: \$ 786.00

Labor Burden per Item 9L, 7.1.1. (55%): \$ 324.50

Labor Compensation per Item 9L, 7.1.2. (25%): \$ 147.50

Estimated Material Costs

Item ID#	Description	Quantity	Unit of Measure	Unit Price	Extended Amount
M-01	#2/0 XHHW CONDUCTOR	1,100.00	LF	5.50	6,050.00
M-02	Tape, Pull Lube, and Misc. Materials	1.00	LS	250.00	250.00
M-03				-	-
M-04		-		-	-
M-05				-	-

Subtotal on Materials: \$ 6,300.00

Materials Compensation per Item 9L, 7.1.3. (25%): \$ 388.75

Estimated Equipment Costs

Item ID#	Description	Quantity	Unit of Measure	Unit Price	Extended Amount
E-01	Truck	4.00	HR	22.00	88.00
E-02	Utility Truck & Pulling Machine	12.00	HR	30.50	366.00
E-03		-		-	-
E-04		-		-	-
E-05		-		-	-

Subtotal on Equipment: \$ 454.00

Equipment Compensation per Item 9L, 7.1.4. (15%): \$ 58.95

Estimated Subcontractor's Costs

Item ID#	Description	Quantity	Unit of Measure	Unit Price	Extended Amount
S-01		-		-	-
S-02		-		-	-
S-03		-		-	-
S-04		-		-	-
S-05		-		-	-

Subtotal on Subcontract \$ -

Subcontract's Compensation per Item 9L, 7.1.5. (5%): \$ -

SUBTOTAL

\$ 8,459.70

BOND COST PER ITEM 9L, 7.1.8 (1%)

\$ 84.60

TOTAL ESTIMATED COST

\$ 8,544.30



OPINION OF PROBABLE CONSTRUCTION COST

RFP #010 ADDITIONAL ELECTRICAL WIRING (#4/0 AWG)

Estimated Manpower Costs

Item ID#	Description	Quantity	Unit of Measure	Unit Price	Extended Amount
L-01	Foreman	8.00	HR	35.00	280.00
L-02	Skilled Laborer	16.00	HR	18.00	288.00
L-03	Laborer	16.00	HR	15.00	240.00
L-04	Electrician	8.00	HR	30.00	240.00
L-05		-		-	-

Subtotal on Labor: \$ 1,048.00

Labor Burden per Item 9L, 7.1.1. (55%): \$ 324.50

Labor Compensation per Item 9L, 7.1.2. (25%): \$ 147.50

Estimated Material Costs

Item ID#	Description	Quantity	Unit of Measure	Unit Price	Extended Amount
M-01	#4/0 XHHW CONDUCTOR	1,740.00	LF	7.00	12,180.00
M-02	Tape, Pull Lube, and Misc. Materials	1.00	LS	250.00	250.00
M-03				-	-
M-04		-		-	-
M-05				-	-

Subtotal on Materials: \$ 12,430.00

Materials Compensation per Item 9L, 7.1.3. (25%): \$ 388.75

Estimated Equipment Costs

Item ID#	Description	Quantity	Unit of Measure	Unit Price	Extended Amount
E-01	Truck	8.00	HR	22.00	176.00
E-02	Utility Truck & Pulling Machine	8.00	HR	30.50	244.00
E-03		-		-	-
E-04		-		-	-
E-05		-		-	-

Subtotal on Equipment: \$ 420.00

Equipment Compensation per Item 9L, 7.1.4. (15%): \$ 58.95

Estimated Subcontractor's Costs

Item ID#	Description	Quantity	Unit of Measure	Unit Price	Extended Amount
S-01		-		-	-
S-02		-		-	-
S-03		-		-	-
S-04		-		-	-
S-05		-		-	-

Subtotal on Subcontract \$ -

Subcontract's Compensation per Item 9L, 7.1.5. (5%): \$ -

SUBTOTAL

\$ 14,817.70

BOND COST PER ITEM 9L, 7.1.8 (1%)

\$ 148.18

TOTAL ESTIMATED COST

\$ 14,965.88



ECM International
404 Executive Center Boulevard
El Paso, Texas 79902
Phone: (915) 351-1900
Fax: (915) 351-1908

Project: 0374-02-089 - Montana RTS Improvements
Montana Avenue
El Paso, Texas 79925

ADDITIONAL ELECTRICAL WIRING

REVISION:	0	CREATED DATE:	6/17/2021
STATUS:	Open	DUE DATE:	6/25/2021
COST CODE:		COST IMPACT:	\$0.00
SCHEDULE IMPACT:		LOCATION:	Projectwide
DESCRIPTION:			

Mr. Robert Martinez
Vice-president and Operations Manager
Venegas Engineering Management and Construction/VEMAC
1919 Rio Grande Street
El Paso, Texas 79902

RE: Montana RTS Improvements
Solicitation No. **2018-836**
TxDOT CSJ. **0374-02-089**

Mr. Martinez,

Please submit a detailed and itemized proposal for changes in the Contract Sum and Contract Time for the proposed modifications to the Contract Documents described on the following items:

- **ELP 26-8 LENGHT OF #2 AWG CABLE 580 LF**
 1. Scope of Work: Provide the necessary equipment, manpower, tools, expertise, coordination and incidentals to furnish and install #2 AWG electrical conductor for the new electrical services at Station 08 McRae, Station 09 Lorne, Station 12, Saul Klenfield, and Station 13 Tierra Este. The pricing shall fully compensate for furnishing, installing, and testing electrical conductors; furnishing and installing breakaway connectors; and for materials, equipment, labor, tools and incidentals.
 2. Measurement for and payment for this item will be by the linear foot. Please provide a unit price proposal.
- **ELP 26-9 LENGHT OF #2/0 AWG CABLE 1,110 LF**
 1. Scope of Work: Provide the necessary equipment, manpower, tools, expertise, coordination and incidentals to furnish and install #2/0 AWG electrical conductor for the new electrical services at Station 08 McRae, Station 09 Lorne, Station 12, Saul Klenfield, and Station 13 Tierra Este. The pricing shall fully compensate for furnishing, installing, and testing electrical conductors; furnishing and installing breakaway connectors; and for materials, equipment, labor, tools and incidentals.
 2. Measurement for and payment for this item will be by the linear foot. Please provide a unit price proposal.
- **ELP 26-10 LENGHT OF #4/0 AWG CABLE 1,740 LF**
 1. Scope of Work: Provide the necessary equipment, manpower, tools, expertise, coordination and incidentals to furnish and install #4/0 AWG electrical conductor for the new electrical services at Station 08 McRae, Station 09 Lorne, Station 12, Saul Klenfield, and Station 13 Tierra Este. The pricing shall fully compensate for furnishing, installing, and testing electrical conductors; furnishing and installing breakaway connectors; and for materials, equipment, labor, tools and incidentals.
 2. Measurement for and payment for this item will be by the linear foot. Please provide a unit price proposal.
- **SUMMARIZED CHANGE IN SPECIFICATIONS:**
 - **UNCHANGED** - Special Specification *ELP-26 Electrical Conductor*.
- **SUMMARIZED CHANGE IN DRAWINGS:**
 - **NONE.**
- **OTHER DOCUMENTS:**
 - Request for Information, RFI #110, *Electrical Services Issue*.
- **REFER TO THE ATTACHMENTS FOR YOUR REFERENCE**



Pricing shall be valid for the entire duration of the Project, and inclusive of all materials, equipment, trucking, qualified personnel, and all direct and indirect costs required to successfully execute the scope of work. All applicable Specifications, Special Provisions, Terms and General Conditions of your original contract shall remain in full effect.

Changes in bid quantities due to field adjustments shall be measured, quantified and paid in accordance to your Contract's schedule of unit prices and applicable Contract's General Conditions and Specifications. Traffic control shall be paid under its respective bid items as stipulated on your Original Construction Contract.

This is not a Change Order, a Construction Change Directive or a direction to proceed with the work described in the proposed modifications. If the proposal is found acceptable, a Change Order will be processed and executed in accordance to the Contract's General Conditions. The Contract Sum and Contract Time may only be changed via an executed Change Order.

Do not hesitate to contact me should you have any questions.

Thanks.
ECM INTERNATIONAL, INC.
Gerardo Garcia, P.E., CCM
Project Manager

ATTACHMENTS:

[0347-02-089 RFI #110.pdf](#)

Workflow History					
Action By	Role	Action Taken	Comment	Attachments	Date/Time



ECM International
 404 Executive Center Boulevard
 El Paso, Texas 79902
 P: (915) 351-1900
 F: (915) 351-1908

Project: 0374-02-089 Montana RTS Improvements
 Montana Avenue
 El Paso, Texas 79925

RFI #110: Electrical Services Issue

Status	Closed on 06/29/21		
To	Jose Reyes (Dannenbaum Engineering Corporation, LLC.) Silverio Villalobos (Dannenbaum Engineering Corporation, LLC.)	From	Rene Gonzalez (Venegas Engineering Management and Construction) 1919 Rio Grande Street El Paso, 79902
Date Initiated	Apr 21, 2021	Due Date	May 5, 2021
Location		Project Stage	Course of Construction
Cost Impact	Yes (Unknown)	Schedule Impact	Yes (Unknown)
Spec Section	ELP 19 - Electrical Services	Cost Code	
Drawing Number		Reference	
Linked Drawings	303 , 354 , 366 , 367 , 398 , 399		
Received From	Rene Gonzalez (Venegas Engineering Management and Construction)		
Copies To	Alex Avila (City of El Paso - Capital Improvement Department), Obed Cano (City of El Paso - Capital Improvement Department), Ismael Cepeda (City of El Paso - Capital Improvement Department), Gerardo Garcia (ECM International, Inc.), Rene Gonzalez (Venegas Engineering Management and Construction), Robert Martinez (Venegas Engineering Management and Construction), Eduardo Nunez (ECM International, Inc.), Alex Pedroza (City of El Paso - Capital Improvement Department), Jose Reyes (Dannenbaum Engineering Corporation, LLC.), Abel Salazar (Venegas Engineering Management and Construction), Daniel Urrutia (Venegas Engineering Management and Construction), Silverio Villalobos (Dannenbaum Engineering Corporation, LLC.), Victoria Villarreal (City of El Paso - Capital Improvement Department)		

Activity

Question	<p>Question from Rene Gonzalez Venegas Engineering Management and Construction on Tuesday, Apr 20, 2021 at 05:44 PM MDT</p> <p>Alex, As mentioned previously, please advise how to proceed with several stations (McRae, Huckleberry, Tierra Este, and Lorne) that the electrical service is too far away. Thank you, RG</p>
Official Response	<p>Response from Gerardo Garcia ECM International, Inc. on Tuesday, Jun 29, 2021 at 09:01 AM MDT</p> <p>CID is in agreement in using the 3" conduit in lieu of the 2" conduit. Compensation for the 3" conduit will be done under the current contract item BB2-209 ELP-25-3 (PVC)(SCHD 40)(3"). Item for 3" conduit will be added to Base Bid 1 via a change order.</p>
Official Response	<p>Response from Rene Gonzalez Venegas Engineering Management and Construction on Wednesday, Jun 16, 2021 at 02:30 PM MDT</p> <p>Below are comments from subcontractor:</p> <ul style="list-style-type: none"> A 3" conduit is recommended versus the 2" conduit stated by the EOR as it better serves the install/pulling of the conductors for those distances and for example, it's what's called-out to install per plans on Mettler/Hawkins & Sunmount/Hawkins corridors, therefore, we would be following suit per contract. How will the conductors be paid as they are not listed as payable items in the contract? <p>Please provide clarification, thank you. RG</p>

August 16, 2021

Yvette Hernandez
C.I.D. Grant Funded Programs Director
Capital Improvements Department

218 N. Campbell Street
El Paso TX. 79901

Reference: RFP#10 – Additional Electrical Wiring

Mr. Alex Avila,

Please see proposal per RFP #10.

Item	Description	Price	6% OH&P, BOND	LF	Grand Totals
A.	ELP 26-8 LENGHT OF #2 AWG CABLE	\$ 5.89	\$ 6.24	580.00	\$ 3,621.17
B.	ELP 26-9 LENGHT OF #2/0 AWG CABLE	\$ 8.40	\$ 8.90	1,100.00	\$ 9,794.40
C.	ELP 26-10 LENGHT OF #4/0 AWG CABLE	\$ 9.89	\$ 10.48	1,740.00	\$ 18,241.12

Sincerely,

VEMAC, Inc



Rene Gonzalez
Project Engineer

DESCRIPTION: ADDITIONAL ELECTRICAL WIRING
2018-836 DATE 08.09.2021

LABOR			LABOR	ACT DURA	No. LABOR	TOTAL
ACTIVITY	DESCRIPTION / LABORER DUTY	QTY	\$/LABOR HR	DAYS	HOURS	LABOR COST
	ORDER AND RECEIVE #2 WIRE	1	\$ 15.00	0	1.00	\$ 15.00
	LOAD WIRE FOR JOB SITE	1	\$ 15.00	0	1.00	\$ 15.00
	INSTALL CONDUCTOR		\$ -	0	-	\$ -
PULLWIRE	JUAN SOTO SUPERVISOR	1	\$ 45.00	0	7.00	\$ 315.00
PULLWIRE	ARMANDO ARRIETA	1	\$ 24.00	0	7.00	\$ 168.00
	CHAD GOOD	1	\$ 26.50	0	7.00	\$ 185.50
	JOSHUA ACOSTA	1	\$ 15.00	0	7.00	\$ 105.00
			\$ -	0	-	\$ -
			\$ -	0	-	\$ -
			\$ -	0	-	\$ -
			\$ -	0	-	\$ -
			\$ -	0	-	\$ -
			\$ -	0	-	\$ -
			\$ -	0	-	\$ -
			\$ -	0	-	\$ -
			\$ -	0	-	\$ -
			\$ -	0	-	\$ -
		6	\$ -	0	-	\$ -
					30.00	\$ 803.50

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LABOR		\$	803.50	
LABOR BURDEN	55%	\$	441.93	
TOTAL LABOR		\$	1,245.43	
EQUIPMENT		\$	378.00	
MATERIAL		\$	1,200.60	
SUBTOTAL (E+M+TL)		\$	2,824.03	
OVERHEAD (E+M+TL)	10%	\$	282.40	
SUBTOTAL OVERHEAD		\$	3,106.43	
PROFIT	10%	\$	310.64	
SUBTOTAL PROFIT		\$	3,417.07	
MOBILIZATION		\$	-	
SUBTOTAL		\$	3,417.07	
BOND	0.00%	\$	-	
GRAND TOTAL		\$	3,417.07	\$ 5.89 LF

DESCRIPTION: ADDITIONAL ELECTRICAL WIRING
2018-836 DATE 08.09.2021

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LABOR BURDEN	55%	\$	502.70	
TOTAL LABOR		\$	1,416.70	
EQUIPMENT		\$	468.00	
MATERIAL		\$	5,751.75	
SUBTOTAL (E+M+TL)		\$	7,636.45	
OVERHEAD (E+M+TL)	10%	\$	763.65	
SUBTOTAL OVERHEAD		\$	8,400.10	
PROFIT	10%	\$	840.01	
SUBTOTAL PROFIT		\$	9,240.10	
MOBILIZATION		\$	-	
SUBTOTAL		\$	9,240.10	
BOND	0.00%	\$	-	
GRAND TOTAL		\$	9,240.10	\$ 8.40 L.F.

DESCRIPTION: ADDITIONAL ELECTRICAL WIRING
2018-836 DATE: 08.09.2021

LABOR						
ACTIVITY	DESCRIPTION / LABORER DUTY	QTY	LABOR \$/LABOR HR	ACT DURA DAYS	No. LABOR HOURS	TOTAL LABOR COST
	ORDER AND RECEIVE 4/0 WIRE	1	\$ 15.00	0	1.00	\$ 15.00
	LOAD 4/0 WIRE FOR JOB SITE	1	\$ 15.00	0	1.00	\$ 15.00
	INSTALL CONDUCTOR		\$ -	0	-	\$ -
PULLWIRE	JUAN SOTO SUPERVISOR	1	\$ 45.00	0	12.00	\$ 540.00
PULLWIRE	ARMANDO ARRIETA	1	\$ 24.00	0	12.00	\$ 288.00
	CHAD GOOD	1	\$ 26.50	0	12.00	\$ 318.00
	JOSHUA ACOSTA	1	\$ 15.00	0	12.00	\$ 180.00
			\$ -	0	-	\$ -
			\$ -	0	-	\$ -
			\$ -	0	-	\$ -
			\$ -	0	-	\$ -
			\$ -	0	-	\$ -
			\$ -	0	-	\$ -
			\$ -	0	-	\$ -
			\$ -	0	-	\$ -
			\$ -	0	-	\$ -
			\$ -	0	-	\$ -
		6			50.00	\$ 1,356.00

[illegible][illegible]

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LABOR BURDEN	55%	\$	745.80	
TOTAL LABOR		\$	2,101.80	
EQUIPMENT		\$	468.00	
MATERIAL		\$	11,658.00	
SUBTOTAL (E+M+TL)		\$	14,227.80	
OVERHEAD (E+M+TL)	10%	\$	1,422.78	
SUBTOTAL OVERHEAD		\$	15,650.58	
PROFIT	10%	\$	1,565.06	
SUBTOTAL PROFIT		\$	17,215.64	
MOBILIZATION		\$	-	
SUBTOTAL		\$	17,215.64	
BOND	0.00%	\$	-	
GRAND TOTAL		\$	17,215.64	\$ 9.89 LF



Montana RTS Electrical Wiring Change Order Request

January 4, 2022

Project Background

- The Montana RTS project contains station canopy shelters that require the furnishing and installation of electrical services. Site constraints forced installation of services farther than anticipated requiring increased lengths and thickness on electrical cabling.
- Additional wiring with an increase in gauge, additional conduit and bores were required for the relocated services to accommodate the proposed service loads.



Locations

Station 1 Copia IB/OB



Station 2 Huckleberry IB/OB



Locations

Station 3 Geronimo IB/OB



Station 8 McCrae OB

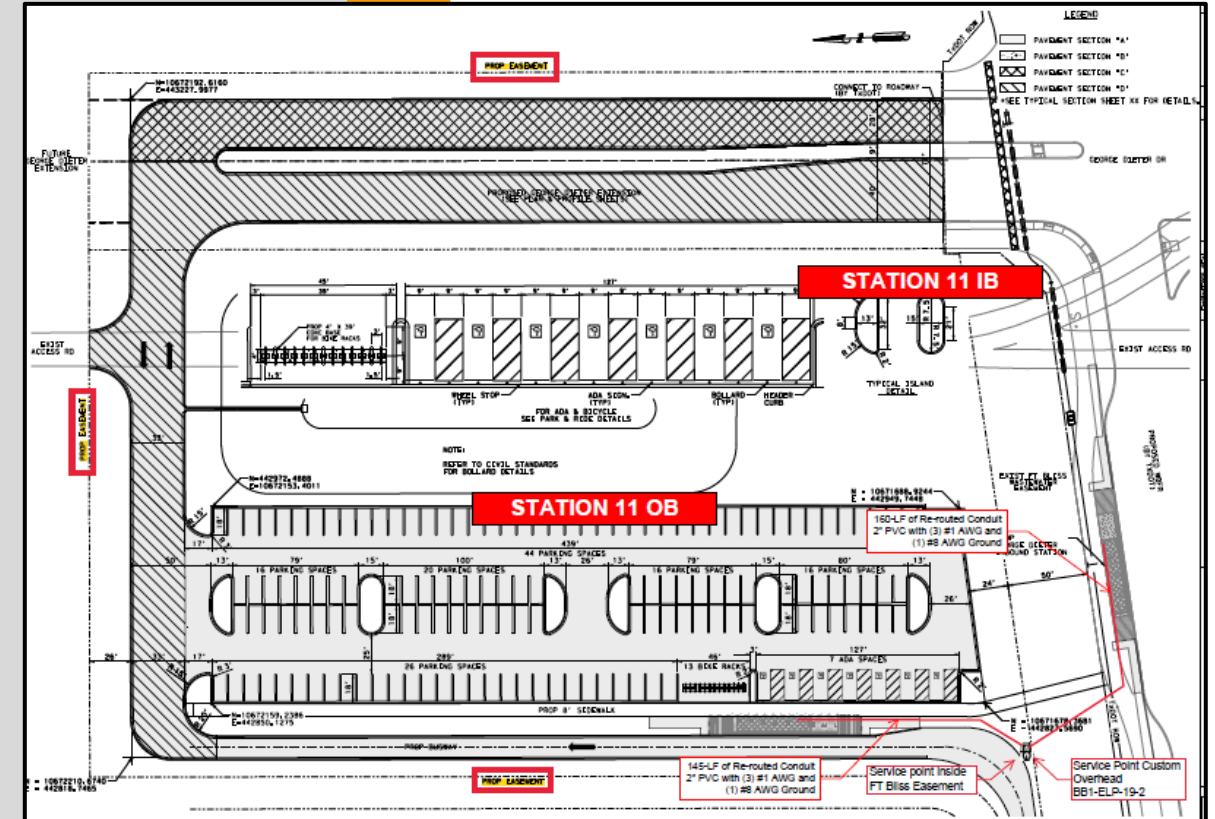


Locations

Station 9 Lorne OB



Station 11 George Dieter IB/OB



Locations

Station 12 Saul Klienfeld OB



Station 13 Tierra Este IB/OB



Recommendations

- That the City Council approves a Change Order in the amount of \$133,155.22 to Venegas Engineering Management and Construction, Inc. for the additional cost related to the **additional wiring with an increased gauge and additional conduit** required to account for relocated electrical services to the Montana Corridor RTS project.



Thank you



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-31, 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, Mayor Oscar Leeser, (915) 212-0021

AGENDA LANGUAGE:

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

Isabel Salcido to the City of El Paso Employees Retirement Trust Board of Trustees by Mayor Oscar Leeser.

DATE: December 20, 2022

TO: City Clerk

FROM: Mayor Oscar Leaser

ADDRESS: 300 N. Campbell, 2nd Floor

TELEPHONE (915) 212-0021

Please place the following item on the (Check one): CONSENT X REGULAR _____

Agenda for the Council Meeting of January 4, 2022

Re-appointment of Representative Isabel Salcido to the City of El Paso Employees Retirement Trust

Item should read as follows: Board of Trustees

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: City of El Paso Employees Retirement Trust Board of Trustees

NOMINATED BY: Oscar Leaser DISTRICT: Mayor

NAME OF APPOINTEE Isabel Salcido

(Please verify correct spelling of name)

E-MAIL ADDRESS: _____

BUSINESS ADDRESS: _____

CITY: _____ ST: TX 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:

HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTEES? IF SO, PLEASE PROVIDE NAMES AND DATES: _____

LIST ALL REAL ESTATE OWNED BY APPOINTEE IN EL PASO COUNTY (BY ADDRESS):

WHO WAS THE LAST PERSON TO HAVE HELD THIS POSITION BEFORE IT BECAME VACANT?

NAME OF INCUMBENT: Isabel Salcido

EXPIRATION DATE OF INCUMBENT: 1/23/2022

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

RESIGNED _____

REMOVED _____

DATE OF APPOINTMENT: 1/4/2022

TERM BEGINS ON : 1/24/2022

EXPIRATION DATE OF NEW APPOINTEE: 1/23/2024

PLEASE CHECK ONE OF THE FOLLOWING: 1st TERM: _____

2nd TERM: X

UNEXPIRED TERM: _____



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-07, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

Pamela Prieto Montoya to the Museums and Cultural Affairs Advisory Board by Representative Joe Molinar, District 4.

DATE: 12/14/2021

TO: City Clerk

FROM: City Representative Joe Molinar

ADDRESS: 300 N. Campbell TELEPHONE 915-212-0004

Please place the following item on the (Check one): CONSENT XXX REGULAR _____

Agenda for the Council Meeting of January 4, 2022

Item should read as follows: Appointment of Pamela Prieto Montoya to the Museums and Cultural Affairs Advisory Board
by City Representative Joe Molinar, District 4, as a regular appointment.

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: Museums and Cultural Affairs Advisory Board

NOMINATED BY: City Representative Joe Molinar DISTRICT: Four

NAME OF APPOINTEE Pamela Prieto Montoya
(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):

HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTEES? IF SO, PLEASE PROVIDE NAMES AND DATES: N/A

WHO WAS THE LAST PERSON TO HAVE HELD THIS POSITION BEFORE IT BECAME VACANT?

NAME OF INCUMBENT: Alfredo Diaz

EXPIRATION DATE OF INCUMBENT: 10/1/2021

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

DATE OF APPOINTMENT: 01/5/2022

TERM BEGINS ON : 10/2/2021

EXPIRATION DATE OF NEW APPOINTEE: 10/1/2025

PLEASE CHECK ONE OF THE FOLLOWING: 1st TERM: X

2nd TERM: _____

UNEXPIRED TERM: _____

Pamela Prieto Montoya

Tommy Gonzalez
City Manager
City of El Paso
300 N. Campbell
El Paso, TX 79901

December 13, 2021

Dear Mr. Gonzalez,

I am writing to express my interest in serving on the Museums and Cultural Affairs Advisory Board for the City of El Paso. I am passionate about my community and would love the opportunity to apply my strategic planning and communication skills to the exciting work overseen by the MCAD Advisory Board.

I have an educational background in Mass Communication and Applied Communication Research. I also bring eight years of experience working in higher education, and have spent the past five at The University of Texas at El Paso as Career Development Manager for the College of Business Administration. In this role, I have worked to promote the City of El Paso to companies visiting our region looking to hire UTEP talent or seeking to relocate their operations to El Paso. In these conversations, it's important for me to include information about the quality of life in our region – including the wonderful programs and events managed by MCAD, such as the museums and the Art and Farmers Market.

As I consider ways to contribute more actively to my community, I believe my critical thinking and strategic planning skills would be well utilized by the MCAD Advisory Board. I am a great believer in the power of collaboration and I am experienced in successfully building bridges across departments with conflicting priorities. Working with college students also keeps me attuned to the continually changing expectations of our youth and the increasing challenges in engaging them. I would love to bring this perspective to the arts and culture community in El Paso.

Thank you for considering my application to serve our community through the MCAD Advisory Board. My resume is attached – please don't hesitate to contact me should you have any questions.

Sincerely,

Pamela Prieto Montoya

Pamela Prieto Montoya

PROFESSIONAL EXPERIENCE

Career Development Manager | The University of Texas at El Paso (UTEP) | El Paso, TX | July 2016–Present

- Establish and maintain relationships between corporate partners and the College of Business Administration (COBA).
- Create areas of opportunity to maximize recruitment of 3,000+ students at more than 150 local and national firms.
- Engage directly with internal stakeholders to create and promote high-impact initiatives with corporate partners.
- Plan, execute and track employer recruitment events, including at least five major employer events per year.
- Identify and elevate corporate partner needs to plan and implement creative programs for UTEP students.
- Create and conduct engaging presentations, virtually and in person, for students and executive partners.
- Manage employer outreach to plan, promote and successfully travel to corporate sites with student groups.
- Reach out to UTEP alumni and connect them with current students through career development events.
- Serve as the point person for the University Career Center and share best practices with liaisons to other colleges.
- Write and edit social media posts and copy for promotional material for the COBA Social Media Subcommittee
- Contribute story ideas for different College stakeholders through the COBA Communications Committee

Market Research Specialist | The Pennsylvania State University | State College, PA | August 2013–June 2016

- Conducted competitive, industry, and market trend research using specialized data sources.
- Analyzed and interpreted quantitative and qualitative data related to employment outcomes for proposed programs.
- Communicated research findings and provided relevant and actionable insights to academic clients.
- Identified and used appropriate tools for clear conveyance of information and data visualization.
- Met with internal clients to document and assess needs, clarify project scope, and communicate project status.

Intern Analyst | Allegra Strategies | London, UK | July 2012

- Assisted in research projects at a London-based firm specializing in consumer insights in the food and coffee industry.
- Developed customer insights that helped better understand dining-out attitudes and behaviors.
- Analyzed datasets providing key strategic indicators to industry leaders.

EDUCATION

Master of Science in Mass Communication

Concentration: Applied Communication Research

Boston University

January 2013

Bachelor of Arts with Honors in Print Media/Communication Studies

Minor: Women's Studies

The University of Texas at El Paso

August 2010

PROFESSIONAL DEVELOPMENT & ACTIVITIES

UTEP College of Business Administration Strategic Planning Committee | El Paso, TX | November 2021–Present

UTEP College of Business Administration Social Media Subcommittee | El Paso, TX | October 2020–Present

UTEP College of Business Administration Communications Committee | El Paso, TX | June 2019–Present

UTEP Student Affairs Professional Development "Excellence in Leadership" | El Paso, TX | September 2018–May 2019

- CliftonStrengths: Positivity, Ideation, Woo, Communication, Context

Office of University Relations UTEP Aware Class XXVII | El Paso, TX | September 2017–June 2018

UTEP Student Affairs Professional Development "Executive Presence" | El Paso, TX | September 2016–May 2017

Volunteer Global Connections Conversation Partner | State College, PA | July 2015–July 2016

Senior Research Assistant | BU College of Communication | Boston, MA | September 2011–December 2012

- Managed team of six undergraduate research assistants to perform content analysis research.

Volunteer Research Assistant | UTEP/Kigali Institute of Education | Kigali, Rwanda | January–August 2010

- Assisted in survey design and traveled to Rwanda to meet with students and administrators for a research project in collaboration with the Kigali Institute of Education and the National University of Rwanda (NUR).



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-13, Version: 2

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

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

AGENDA LANGUAGE:

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

Benjamin Avalos to the Parks and Recreation Advisory Board by Representative Joe Molinar, District 4.

DATE: 12/16/2021

TO: City Clerk

FROM: City Representative Joe Molinar

ADDRESS: 300 N. Campbell TELEPHONE 915-212-0004

Please place the following item on the (Check one): CONSENT XXX REGULAR _____

Agenda for the Council Meeting of January 4, 2022

Appointment of Benjamin Avalos to the Parks and Recreation Advisory Board by City

Item should read as follows: Representative Joe Molinar, District 4, as a regular appointment.

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: Parks and Recreation Advisory Board

NOMINATED BY: City Representative Joe Molinar DISTRICT: Four

NAME OF APPOINTEE Benjamin Avalos

(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):

HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTEES? IF SO, PLEASE PROVIDE NAMES AND DATES: N/A

WHO WAS THE LAST PERSON TO HAVE HELD THIS POSITION BEFORE IT BECAME VACANT?

NAME OF INCUMBENT: Julia Smith

EXPIRATION DATE OF INCUMBENT: 10/14/2021

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

DATE OF APPOINTMENT: 01/4/2022

TERM BEGINS ON: 10/15/2021

EXPIRATION DATE OF NEW APPOINTEE: 10/14/2025

PLEASE CHECK ONE OF THE FOLLOWING: 1st TERM: X

2nd TERM: _____

UNEXPIRED TERM: _____

Benjamin Avalos

Personal Information

- Married to Therese Ann Avalos for 45 years
- Two daughters, Whitney Lane Avalos, 35 years old is a high school family and consumer science teacher at Ralston Valley High School in Denver, Colorado & Dr. Allison Nicole Wade, 33 years old is a physical therapist in Baytown, Texas
- Served in the United State Air Force from 1975-78 as a Communications Specialist and on the All-Air Force Freestyle and Greco-Roman Wrestling Team in 1978

Recent Employment Positions

1984-2014 Glen Cove Elementary School
Health/Physical Education Teacher K-5th

1999-2016 University of Texas at El Paso
College of Health Sciences/Department of Kinesiology Faculty

2009-2014 Hanks High School
Assistant Wrestling Coach

Education

San Antonio Community College, 1975-78

University of Texas at El Paso,
B.S. Physical Education, 1981

University of Texas at El Paso,
M.Ed. Physical Education/Health & Administration, 1987

Work Experience

1975-78 U.S. Air Force – Communications Center Specialists

1978-84 University of Texas at El Paso – part time kinesiology faculty

1978-80 El Paso Community College – part time kinesiology faculty

1983-84 El Paso ISD – Science and Physical Education Teacher

1984-2014 Ysleta ISD – Health/Physical Education Teacher

1984-2014 Ysleta ISD – Wrestling Coach (13 years total)

1990-2014 Ysleta ISD – Physical Education Demonstration Day District Coordinator

1999-2015 University of Texas at El Paso – adjunct kinesiology faculty

Related Experience

- CATCH - Coordinated Approach to Child Health Trainer, 1998-2015
- Flaghouse Inc. Health and Physical Education Consultant, 2000-10
- Walk4Life Pedometer Physical Activity Consultant, 2003-10
- GOPHER Sports Health and Wellness Advisory Board, 2000-02
- National Board for Professional Teaching Standards, Content Review Panel for Physical Education National Certification, Philadelphia, Pennsylvania, 2001
- Border LEAN Taskforce, Paso del Norte Health Foundation, 1998-99
- Texas Education Agency, Texas Essential Knowledge and Skills (TEKS) Writing Team for Physical Education, Austin, Texas, 1996-97
- Texas Education Agency, Health Taskforce, Austin, Texas, 1992-93
- Texas Education Agency, Texas Assessment of Academic Skills (TAAS) Wellness Committee, Austin, Texas, 1992-93

Professional Recognitions/Awards

- El Paso Senior Games, Sportsmanship Award, El Paso Parks and Recreation, 2019
- Inducted into the El Paso Athletic Hall of Fame, 2017
- University of Texas at El Paso, College of Health Sciences, Friend of the College Award for excellence and service, 2010
- Peter Cribb Legacy Award for Outstanding Service to the CATCH program, 2008
- Texas CATCH Champion Award for Excellence in Coordinated School Health, 2006
- Featured in Michael and Susan Dell Foundation CATCH video, 2005
- Region 19 CATCH Teacher of the Year Award, 2001
- TAHPERD Media Award, 1994
- Texas AHPERD Elementary Physical Education Teacher of the Year, 1995
- Texas Elementary Principals and Supervisors Association, Elementary Physical Education Teacher of the Year, 1995
- Texas Department of Health – Award for Excellence in School Health, 1995
- TAHPERD PEPI Citation, 1994
- Texas High School Wrestling Association Hall of Fame, inducted as an athlete and coach, 1993
- Glen Cove Elementary School, Teacher of the Year, 1992-93
- Mexican-American Bar Association Educator Award, 1990
- Newsmaker of the Year Award, Eastwood High School, 1989-90
- Glen Cove Elementary School, Teacher of the Year, 1986-87



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-34, 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, Mayor Oscar Leeser, (915) 212-0021

AGENDA LANGUAGE:

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

Christopher Hartnett Olivares to the Museums and Cultural Affairs Advisory Board by Mayor Oscar Leeser.

CHRISTOPHER HARTNETT OLIVARES D.O., M.Sc.

Mr. Mayor,

First of all, thank you for your consideration of my application for the Museums and Cultural Affairs Advisory Board. When I was made aware of an open position on the board, I could not help but believe it was serendipity. One week prior to being made aware of the opening, Virgil Abloh, a leader in the world of contemporary art and design and a significant role model of mine, passed from a very rare cardiac cancer at the age of 40. Virgil Abloh received his Civil Engineering degree from the University of Wisconsin as well as a Masters of Architecture degree from the Illinois Institute of Technology. His passion for art and design led him to change his bright career path and study contemporary art and fashion. At the time of his death, Abloh was a leading voice in the world of art and design, had completed several art exhibitions in some of the world's most notable museums, become the first African American creative director for one of the world's leading fashion houses, and had become a loud voice for the underrepresented and minority artists. I can't help but see the parallels between mine and Virgil Abloh's unconventional education, passion for art and design, and unwavering commitment to provide a voice to underrepresented including minority artists.

My passion for art and design is matched by my passion to serve this beautiful community of ours. I love this city. After living in cities all over the country, I am convinced that the arts and culture of our community are some of El Paso's most precious assets. Our city has something only a few cities have, "Alma". Our city's soul is reflected in the art from our local artists like Tino Ortega, Diego Martinez, Patrick Gabaldon, Jesus Cimi, Hal Marcus, Mario Perez, Christin Apodaca, the late Rudy Montoya and many others. El Paso's soul is reflected in the many public arts projects that have beautified our neighborhoods with murals and sculptures like Christopher Weed's "Bienvenido" in downtown El Paso. And it's reflected throughout the walls and chambers of our world-class museums. It would be an honor to be a part of this tradition as a board member on the Museums and Cultural Affairs Advisory Board. I returned to El Paso to serve this medically underserved community, but I believe that was only a part of my calling.

Again, thank you for your consideration, and I look forward to your correspondence,

Sincerely,

Dr. Christopher Olivares

CHRISTOPHER HARTNETT OLIVARES D.O., M.Sc.

EDUCATION

July 2015-June 2020

John Stroger Jr. Hospital of Cook County, Chicago, IL
Urologic Surgery Residency

July 2011-May 2015

Texas College of Osteopathic Medicine, Fort Worth, TX
Doctor of Osteopathic Medicine with Honors
GPA: 4.0 Class Rank: 8 of 232

June 2010-May 2011

University of North Texas Health Science Center, Fort Worth, TX
Master of Science in Biomedical Sciences

August 2003-May 2007

Rensselaer Polytechnic Institute, Troy, NY
Bachelor of Science in Biomedical Engineering/Mechanical Engineering Concentration

HONORS & AWARDS

May 2013

TCOM President's Scholar

- Distinction given to TCOM students named to the Dean's List for each of the first 4 semesters

May 2013

Sigma Sigma Phi Academic Scholar Award

- Award given to SSP Honor's Society members that have achieved a cumulative GPA of 92.0% or greater after the first two years of medical education

October 2012 - May 2015

TCOM Research Honors Program

- Elective course offered to students in the Top 5% of the TCOM medical school class

October 2012 - May 2015

TCOM Global Health Honors Program

- Elective course offered to students in the Top 25% of the TCOM medical school class

March 2012 - May 2015

Sigma Sigma Phi Osteopathic Honors Society

- National Osteopathic Honors Fraternity united in scholastic excellence and community service

RESEARCH/PRESENTATIONS

May 2019

Northwestern Department of Urology Visiting Professor Presentation – Richard Santucci M.D.

- Case Presentation: Management of Complex Penile Condyloma and Urethral Stricture Disease

August 2015 - Present

Cook County Hospital Division of Urology Grand Rounds Presentations

- Management of Bladder Trauma (April 2019), Management of Locally Advanced and Oligometastatic Prostate Cancer (March 2019), Diagnosis and Management of Penile Cancer (January 2019), Hypogonadism and Testosterone Replacement Therapy – Utilization, Efficacy, and Safety (April 2018), Diagnosis, Evaluation and Treatment of Prostatism (July 2017)

May 2018

American Urological Association Annual Meeting - Poster Presentation

- Prostate cancer presentation, treatment selection, and outcomes among men with HIV/AIDS: A clinical stage, race, and age-matched contemporary analysis
- Pending submission for publication

January 2014 - May 2015

UNTHSC Department of Molecular Biology and Immunology, Fort Worth, TX

- Exploration of a specific microRNA as a potential diagnostic marker in metastatic prostate cancer

April 2012 - July 2012

Medical Student Summer Research Fellowship

UNTHSC Department of Pharmacology and Neuroscience, Fort Worth, TX

- Estrogen mediated enzymatic phosphorylation regulating mitochondrial fission

EMPLOYMENT

August 2020 – Current

Attending Urologic Surgeon

Rio Grande Urology, El Paso, TX

June 2007 - January 2009

Quality Manufacturing Engineer

Invisalign/Align Technology, Ciudad Juarez, MX & Santa Clara, CA

- Developed an efficient environmental monitoring program for the Invisalign manufacturing plant
- Developed internal and external data trending models which defined manufacturing issues
- Initiated and led cost savings projects that resulted in a net savings of \$100,000/year

PROFESSIONAL ORGANIZATIONS, UNDERGRADUATE ACTIVITIES, & INTERESTS

Phi Kappa Phi Undergraduate Honors Society, previous AYSO Soccer Coach, and previous El Paso Border Relations/International Bridges Commissioner. Interests include: Traveling, art – paint, sculpture, architecture, and fashion, live performances – music, musicals, and comedy, authentic ethnic food, and sports. Circle of Support Member of the El Paso Museum of Art. Former member of the Museum of Contemporary Art of Chicago



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-30, 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, Mayor Oscar Leeser, (915) 212-0021

AGENDA LANGUAGE:

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

Joe Molinar to the City of El Paso Employees Retirement Trust Board of Trustees by Mayor Oscar Leeser.

DATE: December 20, 2021

TO: City Clerk

FROM: Mayor Oscar Leaser

ADDRESS: 300 N. Campbell, 2nd Floor TELEPHONE (915) 212-0021

Please place the following item on the (Check one): CONSENT X REGULAR _____

Agenda for the Council Meeting of January 4, 2022

Item should read as follows: Appointment of Representative Joe Molinar to the City of El Paso Employees Retirement Trust Board of Trustees

BOARD COMMITTEE/COMMISSION APPOINTMENT/REAPPOINTMENT FORM

NAME OF BOARD/COMMITTEE/COMMISSION: City of El Paso Employees Retirement Trust Board of Trustees

NOMINATED BY: Oscar Leaser DISTRICT: Mayor

NAME OF APPOINTEE Joe Molinar
(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:

HAS APPOINTEE BEEN A MEMBER OF OTHER CITY BOARDS/COMMISSIONS/COMMITTEES? IF SO, PLEASE PROVIDE NAMES AND DATES: _____

LIST ALL REAL ESTATE OWNED BY APPOINTEE IN EL PASO COUNTY (BY ADDRESS):

WHO WAS THE LAST PERSON TO HAVE HELD THIS POSITION BEFORE IT BECAME VACANT?

NAME OF INCUMBENT: Joe Molinar

EXPIRATION DATE OF INCUMBENT: 01/23/2022

REASON PERSON IS NO LONGER IN OFFICE (CHECK ONE): EXPIRED: X
RESIGNED _____
REMOVED _____

DATE OF APPOINTMENT: 01/04/2022

TERM BEGINS ON : 01/24/2022

EXPIRATION DATE OF NEW APPOINTEE: 01/23/2024

PLEASE CHECK ONE OF THE FOLLOWING: 1st TERM: X

2nd TERM: _____

UNEXPIRED TERM: _____



Legislation Text

File #: 22-03, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

Tax Refund to TK Elevator Corporation, in the amount of \$3,996.77 for an overpayment made on November 16, 2021 of 2021 taxes. (Geo. # 0242-999-3003-0000)

This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments greater than \$2,500.00.

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

AGENDA DATE: January 04, 2022
PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER: Maria O. Pasillas, (915) 212-1737

DISTRICT(S) AFFECTED: All

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

SUBGOAL: 6.11 Provide efficient and effective services to taxpayers

SUBJECT:

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

Tax Refund to TK Elevator Corporation, in the amount of \$3,996.77 made an overpayment on November 16, 2021 of 2021 taxes. (Geo. # 0242-999-3003-0000). This action would allow us to comply with state law which requires approval by the legislative body of refunds of tax overpayments greater than \$2,500.00.

BACKGROUND / DISCUSSION:

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

Approve property tax overpayment refunds greater than \$2,500.00, per the Texas Property Tax Code, Sec. 31.11 – Refunds of Overpayments or Erroneous Payments.

PRIOR COUNCIL ACTION:

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

Council has considered this previously on a routine basis.

AMOUNT AND SOURCE OF FUNDING:

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

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Tax Office
SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

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

TAX REFUNDS
January 4, 2022

1. TK Elevator Corporation, in the amount of \$3,996.77 made an overpayment on November 16, 2021 of 2021 taxes.
(Geo. # 0242-999-3003-0000)

Laura D. Prine
City Clerk



Maria O. Pasillas, RTA
Tax Assessor Collector



MARIA O. PASILLAS, RTA
CITY OF EL PASO TAX ASSESSOR COLLECTOR
 221 N. KANSAS, STE 300
 EL PASO, TX 79901

PH: (915) 212-0106 FAX: (915) 212-0107 www.elpasotexas.gov/tax-office

**TAX OFFICE
RECEIVED**

DEC 06 2021

TK ELEVATOR CORPORATION
788 CIRCLE 75 PARKWAY SE, STE.
ATLANTA, GA 30339

Geo No. 0242-999-3003-0000	Prop ID 418420
Legal Description of the Property CMP INV OFFICE EQUIPMENT MACH - LEASED VEH	
1477 LOMALAND DR-D1	
OWNER: THYSSENKRUPP USA INC.	

2021 OVERAGE AMOUNT \$3,996.77

1: CITY OF EL PASO, 5: YSLETA ISD, 6: COUNTY OF EL PASO, 7: EL PASO COMMUNITY COLLEGE, 8: UNIVERSITY MEDICAL CENTER OF EL PASO

Dear Taxpayer:

Our records indicate that an overpayment exists on the property tax account listed above as of the date of this letter. If you paid the taxes on this account and believe you are entitled to a refund, please complete the application below, sign it, and return it to our office. If the taxes were paid by your mortgage/title company or any other party, you must obtain a written letter of release in order for the refund to be issued in your name. If you did not make the payment(s) on this account, please forward this letter to the person who paid these taxes. You may also request the transfer of this overpayment to other tax accounts and/or tax years in the space provided or by attaching an additional sheet if necessary. Your application for refund must be submitted within three years from the date of the overpayment, or you waive the right to the refund (Sec. 31.11c). Governing body approval is required for refunds in excess of \$2500.

APPLICATION FOR PROPERTY TAX REFUND:

This application must be completed, signed, and submitted with supporting documentation to be valid.

Step 1. Identify the refund recipient. Show information for whomever will be receiving the refund.	Who should the refund be issued to:			
	Name: TK Elevator Corporation			
	Address: 788 Circle 75 Parkway SE, Ste.500			
	City, State, Zip: Atlanta, GA 30339			
	Daytime Phone No.: 770-799-0492		E-Mail Address: cynthia.mallard@tkelevator.com	
Step 2. Provide payment information. Please attach copy of cancelled check, original receipt, online payment confirmation or bank/credit card statement.	Payment made by: Check No. Date Paid Amount Paid			
	TK Elevator Corporation	E-CHECK	11/17/2021	\$3,996.77
	TK Elevator Corporation	E-CHECK	11/17/2021	\$3,996.77
	TOTAL AMOUNT PAID (sum of the above amounts)			\$7,993.54
Step 3. Provide reason for this refund. Please list any accounts and/or years that you intended to pay with this overage.	Please check one of the following:			
	<input checked="" type="checkbox"/>	I paid this account in error and I am entitled to the refund.		
	<input type="checkbox"/>	I overpaid this account. Please refund the excess to the address listed in Step 1.		
	<input type="checkbox"/>	I want this payment applied to next year's taxes.		
	<input type="checkbox"/>	This payment should have been applied to other tax account(s) and/or year(s), escrow (listed below):		
Step 4. Sign the form. Unsigned applications cannot be processed.	By signing below, I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct. (If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under the Texas Penal Code, Sec. 37.10.)			
	SIGNATURE OF REQUESTOR (REQUIRED)		PRINTED NAME & DATE	
	Cynthia Mallard		Cynthia Mallard	
TAX OFFICE USE ONLY: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied By: NIS Date: 12-9-21				

Notes

Go To :

LUZR
ACT80122 v1.90

12/10/2021 14:34:49
ACTEP

DEPOSIT Remittance Detail

Summary Query

Summary

Deposit No.		Account No.		Remit Seq No.		Check No.		Payment Amount		Payment Agreement No.	
EC01091468		024299930030000									
Check/Receipt Images	Deposit No.	Receipt Date	Remit Seq No.	Check No.	Payment Type	Payment Amount	Applied Amount	Transaction Type	Account No.	Payer	
	EC11162198	11/16/2021	48105770	CC003922654	EC	\$3,996.77	\$3,996.77	LG	024299930030000	30141732-TK ELEVATOR	
	RC211209	11/16/2021	48105770	CC003922654	EC	\$3,996.77	\$3,996.77	TR	024299930030000	30141732-TK ELEVATOR	
	RC211209	11/16/2021	48105770	CC003922654	EC	\$3,996.77	\$3,996.77	TR	024299930030000	30241346-TK ELEVATOR	
	EC11162198	11/15/2021	48105629	CC003920988	EC	\$3,996.77	\$3,996.77	PA	024299930030000	30141590-TK ELEVATOR	
	EC03032185	03/03/2021	47031842	CC003654239	EC	\$1,343.31	\$1,343.31	PA	024299930030000	29602477-THYSSENKRUF	
	EC01032098	01/03/2020	42642942	CC002735652	EC	\$578.67	\$578.67	PA	024299930030000	27853475-THYSSENKRUF	
	EC01221998	01/21/2019	40084274	CC002288944	EC	\$1,804.24	\$1,804.24	PA	024299930030000	26963644-THYSSENKRUF	
	EC01251898	01/25/2018	37289421	CC001876851	EC	\$1,990.88	\$1,990.88	PA	024299930030000	26075099-THYSSENKRUF	
	EC01271798	01/27/2017	34417634	CC001523021	EC	\$868.63	\$868.63	PA	024299930030000	25218347-THYSSENKRUF	
	EC12281568	12/28/2015	30488545	CC001141511	EC	\$823.22	\$823.22	PA	024299930030000	24199044-THYSSENKRUF	
	EC11241468	11/21/2014	27032429	CC000873273	CH	\$949.78	\$949.78	PA	024299930030000	23412228-THYSSENKRUF	
	EC01091468	01/08/2014	24951203	CC000724896	CH	\$786.34	\$786.34	PA	024299930030000	22883580-THYSSENKRUF	

Applied Total \$45,946.26



Legislation Text

File #: 22-11, 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 7 and 6

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

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

AGENDA LANGUAGE:

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

Discussion and action on a Resolution formally commending and congratulating Ysleta High School on winning the Bi-District Playoff Round and advancing to the 5A Region 1 Area Championship.

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

DEPARTMENT: Mayor & Council

AGENDA DATE: January 4, 2022

CONTACT PERSON NAME AND PHONE NUMBER:

City Representative Henry Rivera, 915.212.0007

City Representative Claudia L. Rodriguez, 915.212.0006

DISTRICT(S) AFFECTED: 6, 7

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 on a resolution formally commending and congratulating Ysleta High School on winning the Bi-District Playoff Round and advancing to the 5A Region 1 Area Championship.

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 Tuesday, November 2, 2021, the Ysleta High School volleyball team won the Bi-District Round against El Paso High School and advanced to the 5A Region 1 Area Championship Round in Pecos, TX against Lubbock Cooper.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one? Yes, on December 14th Council approved a resolution formally commending and congratulating the Eastwood, Riverside and Canutillo High School football teams for being the only three El Paso area high school football teams to advance to the 'Sweet 16' of the Texas High School state playoffs.

AMOUNT AND SOURCE OF FUNDING:

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

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

RESOLUTION

WHEREAS, on Tuesday, November 2, 2021, the Ysleta High School volleyball team won the Bi-District Round against El Paso High School; and

WHEREAS, the Ysleta Indians win against the El Paso Tigers advanced them to the 5A Region 1 Area Championship Round in Pecos, TX against Lubbock Cooper; and

WHEREAS, for the first time in over 20 years, the Ysleta High School Volleyball team advanced past the Bi-District Round; and

WHEREAS, Ysleta High School sophomore, Mia Espinoza, received the District 2-5A 1st Team All District Setter Award for the 2021 season; and

WHEREAS, Ysleta High School senior, Charlize Lopez, received the District 2-5A 1st Team All District Libero Award for the 2021 season; and

WHEREAS, Ysleta High School senior, Laci Del Pino, received the District 2-5A 1st Team All District Middle Hitter Award for the 2021 season; and

WHEREAS, Ysleta High School senior, Victoria Ramos, received the District 2-5A 2nd Team All District Outside Hitter Award for the 2021 season; and

WHEREAS, Ysleta High School senior, Cassie Espinoza, received the District 2-5A 1st Team All District Most Outstanding Hitter Award for the 2021 season; and

WHEREAS, Ysleta High School junior, Abby Garcia and senior, Karoleena Rivera, received District 2-5A Honorable Mention Awards for the 2021 season.

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

1. commends the Ysleta High School volleyball team for advancing to the 5A Region 1 Area Championship Round;
2. recognizes the many achievements of the coaches and players of the Ysleta Indians;
3. recognizes the fans of the Ysleta Indians and the people of El Paso for their dedication and support; and
4. respectfully requests that the City Clerk submit an executed copy of this resolution to—
 - a. the head coach of the Ysleta High School volleyball team, Charlie Sanchez;
 - b. the athletic coordinator of Ysleta High School, Joe Martinez; and
 - c. the principal of Ysleta High School, Laura Calderon.

Dated this _____ day of January, 2022.

CITY OF EL PASO:

Oscar Leeser, Mayor

ATTEST:

Laura Prine, City Clerk

APPROVED AS TO FORM:

Ramona Frazier

Ramona Frazier
Assistant City Attorney



Legislation Text

File #: 22-05, 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 Alessandra Annello, (915) 212-0002

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

AGENDA LANGUAGE:

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

Discussion and action on a plan to secure Union Plaza area during winter months from winter weather and potential fire damage.

**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 #: 22-19, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

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

AGENDA LANGUAGE:

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

Discussion on the development and timeline of a bond program in alignment with the implementation of the City's Strategic Plan.

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

DEPARTMENT: Capital Improvement Department

AGENDA DATE: January 4, 2022

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

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 3 -Promote the Visual Image of the City,
Goal 4- Enhance El Paso's Quality of Life through Recreational, Cultural and Educational Environments
Goal 7-Enhance and Sustain El Paso's Infrastructure Network
Goal 8- Nurture and Promote a Healthy, Sustainable Community

SUBJECT:

Discussion on the development and timeline of a bond program in alignment with the implementation of the City's Strategic Plan.

BACKGROUND / DISCUSSION:

On December 2, 2021, Mayor and Council adopted an updated Strategic Plan. As part of this action, five additional strategic goals were included to be part of an overall 30 strategic goals to be implemented by 2030. One of the new strategic goals identified within the Strategic Plan is:

"Develop a bond package focused on addressing identified community priorities and needs aligned with targeted areas of investment."

To implement this goal, a proposed strategy and timeline is being brought forth for consideration.

PRIOR COUNCIL ACTION:

Adoption of an updated Strategic Plan, December 2, 2021.

AMOUNT AND SOURCE OF FUNDING:

N/A

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

DEPARTMENT HEAD:

Gvette Hernandez

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

CIP BOND PRESENTATION

January 4, 2022



Enhance El Paso's Quality of Life Through Recreational, Cultural, and Educational Environments

Enhance and Sustain El Paso's Infrastructure Network

The Power of Our Strategic Plan



On December 16, 2014, City Council approved and Adopted the 2015 Strategic Plan. **The plan aligned with the City of El Paso's Mission, Vision and Values**

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

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

Integrity, Respect,
Excellence, Accountability,
People

25 BY 2025

1 Activate targeted (re)development (2.0):

- Medical Center of the Americas/Alameda
- Reimagine Cohen/Angora Loop/Northeast Parkway
- Five Points
- Airport Development
- High priority corridor development plans
- Infill growth strategies
- Parking strategies
- Disposition of City-owned properties



Establish a brand that and promotes El Paso and offerings

THE POWER OF OUR STRATEGIC PLAN



20
IN
2020

POWER IN THE VISION

- 2** **ACTIVATE TARGETED DEVELOPMENT/REDEVELOPMENT**
 - RAPID TRANSIT SYSTEM CORRIDORS
 - MEDICAL CENTER OF THE AMERICAS
- 5** **EXPAND AIRPORT DEVELOPMENT**
- 7** **IMPLEMENT TRAILHEAD PLAN**
- 8** **GROW SIGNATURE HOLIDAY ATTRACTION(S)**
- 10** **EXPAND INVESTMENT IN PUBLIC SAFETY OPERATIONS**
 - ADD 300 NEW POLICE OFFICERS; NET 120 (2017-2020)
 - PROGRAM ANNUAL POLICE AND FIRE VEHICLE REPLACEMENT
 - DEVELOPMENT AND COMPLETION OF NEW PUBLIC SAFETY FACILITIES
- 11** **CONSTRUCT SUN CITY LIGHTS ENTRYWAYS AT**
 - EL PASO STREET
 - CINCINNATI STREET/BALTIMORE/GLORY ROAD
 - REGIONAL PARK

- 12** **REALIZE AQUATICS PLAN**
 - COMPLETE 8 SPRAY PARKS
 - COMPLETE 3 REGIONAL FAMILY AQUATIC CENTERS
 - COMPLETE 2- 50 METER INDOOR COMPETITION POOLS
- 13** **DELIVER PROGRAMMED QUALITY OF LIFE BOND PROJECTS**
 - MEXICAN-AMERICAN CULTURAL CENTER
 - CHILDREN'S MUSEUM
 - EAST REGIONAL PARK, PHASE I
 - EASTSIDE SPORTS COMPLEX
 - ZOO-CHIHUAHUA DESERT EXHIBIT COMPLEX
 - LOMALAND COMM. CENTER
 - CHAMIZAL COMM. CENTER
 - ALAMEDA COMM. CENTER
- 14** **EXPAND FREE WI-FI SERVICE AT 27 QUALITY OF LIFE FACILITIES BY 2020**
- 17** **COMPLETE 2 BRIO ROUTES AND STREETCAR SYSTEM BY 2018, AND FOURTH BRIO ROUTE OPERATIONAL BY 2020**
 - DEVELOP PLAN FOR NEXT PHASE(S) OF TROLLEY SYSTEM
- 18** **DELIVER PROGRAMMED STREET INFRASTRUCTURE PROJECTS, INCLUDING:**
 - IMPLEMENTATION OF BIKE PLAN
 - STREET RECONSTRUCTION PROJECTS

Strategic Plan Results

2

Achieve targeted development/ redevelopment:

- Rapid Transit System Corridors
- Medical Center of the Americas



5

Expand Airport development



7

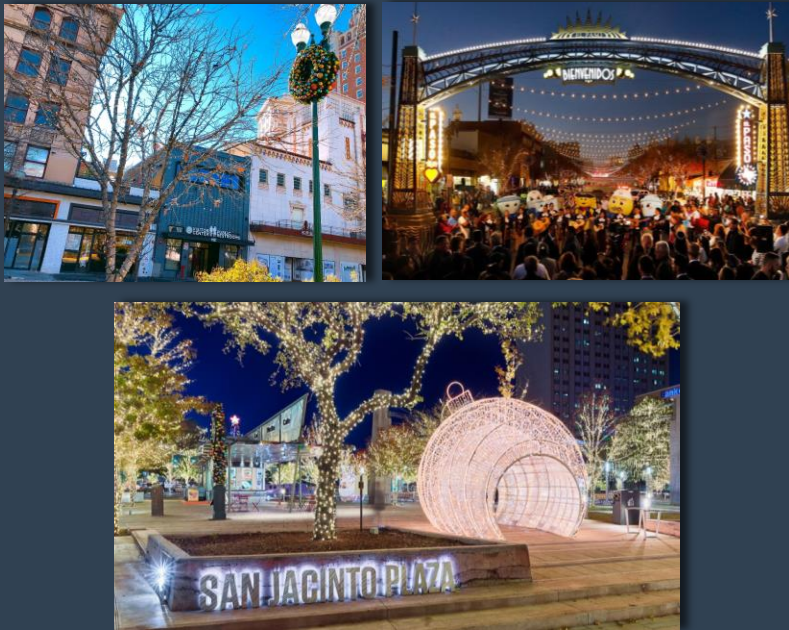
Implement trailhead plan



Strategic Plan Results

8

Grow Signature Holiday Attractions



10

Expand Investment in public safety operations
Development and completion of new public safety facilities
Investment in Fire Stations and Police Facilities



11

Construct Sun City Lights Entryways



Strategic Plan Results

12

Realize Aquatics Plan



13

Deliver Programmed Quality of Life Bond Projects



14

Expand Wifi Service at 54 QOL Facilities by 2020



Strategic Plan Results

17

Complete 2 Brio routes and streetcar system by 2018 and fourth Brio route by 2020



18

Deliver programmed Street Infrastructure Projects



THE POWER OF OUR STRATEGIC PLAN

25 BY 2025

1

Activate targeted (re)development (2.0):

- Medical Center of the Americas/Alameda
- Reimagine Cohen/Angora Loop/Northeast Parkway
- Five Points
- Airport Development
- High priority corridor development plans
- Full growth strategies
- Focusing strategies
- Disposition of City-owned properties

7

Establish a brand that and promotes El Paso and offerings

THE POWER OF OUR STRATEGIC PLAN

25 BY 2025

1

Activate targeted (re)development (2.0):

- Medical Center of the Americas/Alameda
- Reimagine Cohen/Angora Loop/Northeast Parkway
- Five Points
- Airport Development
- High priority corridor development plans
- Working with strategies
- Working strategies
- Disposition of City-owned properties

7

Establish a brand that and promotes El Paso and offerings

Strategic Plan Results

25 BY 2025

1

Activate targeted (re)development (2.0):

- Medical Center of the Americas/Alameda
- Reimagine Cohen/Angora Loop/Northeast Parkway
- Five Points
- Airport Development
- High priority corridor development plans
- Infill growth strategies
- Parking strategies
- Disposition of City-owned properties



2

Expand Downtown revitalization/redevelopment to include:

- Streetcar corridor vibrancy (2.0)
- Convention center renovation
- Parking management plans
- Uptown



3

Enhance cross-border mobility experience for bridge users (2.0)

Capital Improvement implementation
Revamp toll operation schedules and lane management



Strategic Plan Results

25 BY 2025

6

Expand investment in public safety operations (2.0)

- Staffing needs
- Program annual Police and Fire vehicle replacement
- Development and completion of new public safety facilities
- Programs supporting safe and sustainable communities



8

Complete Quality of Life Bond Projects and develop signature programming (2.0):

- Mexican American Cultural Center
- Children's Museum
- Multipurpose Entertainment and Performing Arts Center

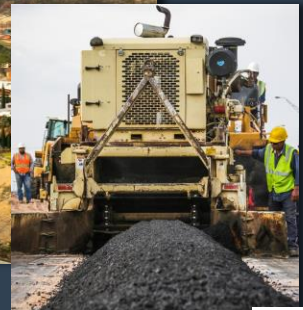
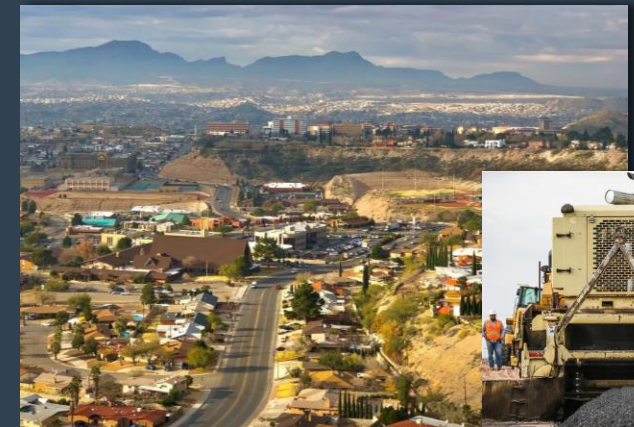


14

Identify potential new revenue streams

\$10 M Dedicated Paygo Funds

- Residential Street Resurfacing \$7M Annual
- Collector Street Resurfacing \$3M Annual



Strategic Plan Results

25 BY 2025

15

Establish a citizen-led bond election -
COMPLETE

\$ 413 M
Public Safety Bond
Approved



17

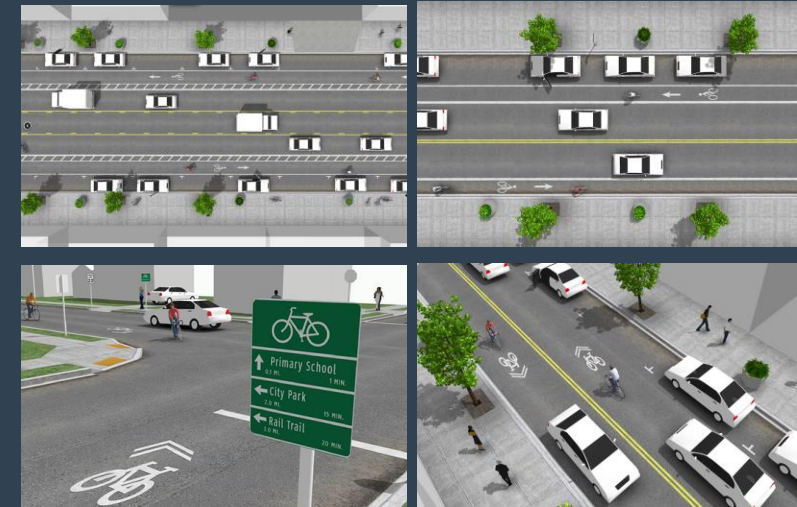
Expand the investment and beautification of
street infrastructure (2.0)

- Streets resurfacing
- Streets reconstruction plan
- Most-traveled streets program
- Citywide aesthetics program (trees, medians, etc.)
- Comprehensive Green Infrastructure Plan
- Entryway and wayfinding



18

Implement improvements and activate
programming that support and promote
multimodal transportation (2.0)



Strategic Plan Results

25 BY 2025

20

Establish Eastside and Mission Valley Growth Plan and begin implementation and complete Comprehensive Master Plan update - **COMPLETE**



23

Sustain the Live-Release Rate (2.0) - **ACHIEVED**

\$ 10 M Approved for Shelter Improvements



16 NEW PROPOSED STRATEGIC OBJECTIVES

Vibrant Regional
Economy

High Performing
Government

Exceptional Recreational
Cultural + Educational
Opportunities

Safe + Beautiful
Neighborhoods

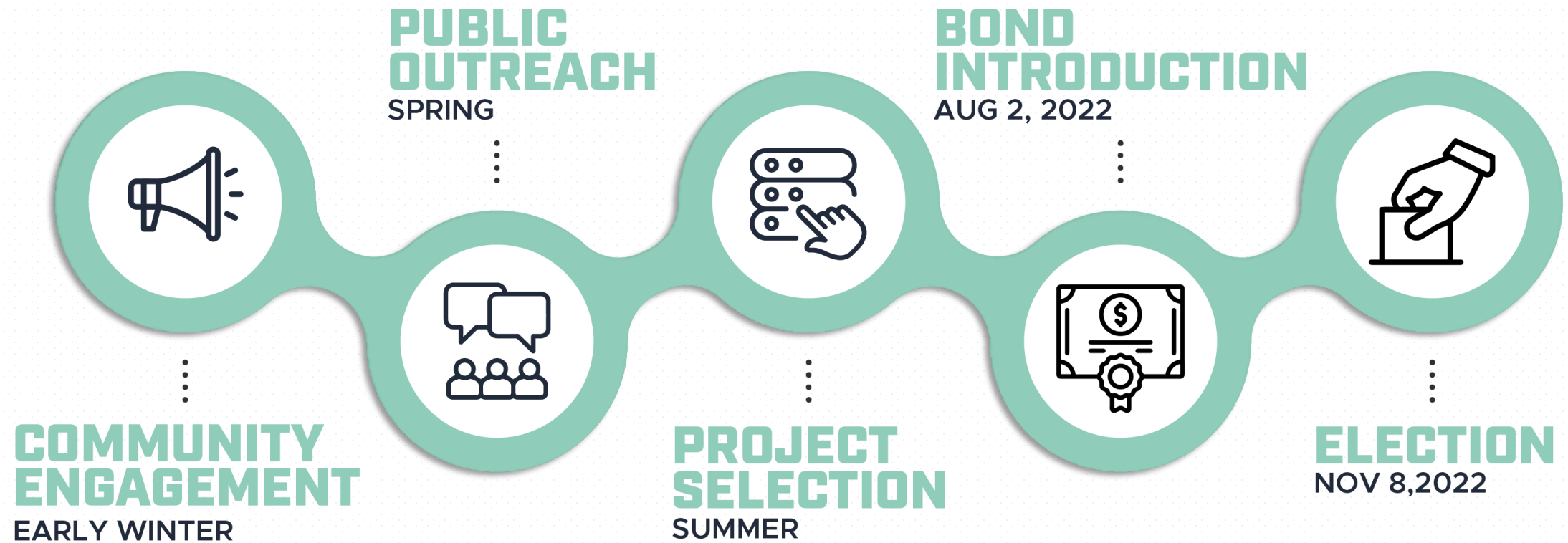
1. Grow existing and attract new target industries, including advanced manufacturing and innovation, to **foster economic prosperity** and create high paying jobs.
2. Continue the development of **integrated planning** efforts with communities of excellence partners.
3. Plan and implement dynamic and broadly partnered talent management strategies
4. **Develop a bond package focused on addressing identified community priorities and needs aligned with targeted areas of investment**
5. Develop solutions to increase access and services for El Pasoans experiencing or at risk of homelessness.

17 COMMUNITY PROGRESS BOND



STREETS
SOLAR ENERGY
ECO TOURISM
HOUSING
GREEN INFRASTRUCTURE
QUALITY OF LIFE
UNFUNDED PRIORITIES

PROPOSED TIMELINE AND DEADLINES FOR POTENTIAL NOVEMBER 8, 2022 BOND ELECTION





OUTREACH

SENTIMENT

PROJECT
SELECTION

VOTER
CONSIDERATION

VALIDATION

ENGAGEMENT

CAPITAL
PLAN
DEVELOPMENT



CAPITAL PLAN DEVELOPMENT

Development of the capital plan and project selection package should rely heavily on the standing goals and vision of the city's adopted strategic plan. Equity and existing gaps in services should play a predominant role in setting the baseline for project identification.

Strategic Plan, Vision & Goals

The strategic plan process serves as the baseline for identifying the overarching project categories for potential capital investments.

Equity

Equity complements the strategic plan vision and goals ensuring balance across geographies and demographics city-wide.

Service Gaps

Data driven analysis and mapping of gaps in services and/or facilities helps shape the equity component and supports alignment of investments with the strategic plan.



ENGAGEMENT

Engagement goes beyond outreach and provides meaningful opportunities to allow for public input and help shape the values and priorities that inform the project selection process.

Quantifiable Tools

Real Time Feedback

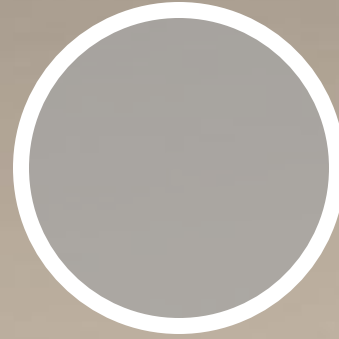
Spatial

Categorized



OUTREACH

Outreach centers on building awareness for the process and informing the public on the proposal and opportunities for engagement.



Build Awareness



Target Audience



Build Momentum





SENTIMENT

The outreach component should be iteratively improved and refocused to address observed changes in public sentiment

Follow Trends

Adapt Methods

Identify Opportunities

Track sentiment spatially to identify opportunities for expanding outreach



VALIDATION

Input from the engagement process must be accessible and updated in real-time to facilitate both public and internal validation of the process and outcomes.

Live, Accessible Results

Service Gaps



PROJECT SELECTION

The outreach and engagement process informs the project selection process at the values and priorities level. Individual project selection must be objective and data driven.

Objective


Project selection should be influenced by structured prioritization of values and guided by data. It is a technical process and should remain objective

Data Driven

While the public and policy makers are vital to setting values and goals specific projects should be identified based on data.

Consistent Inputs

The process should be consistent and repeatable.



VOTER CONSIDERATION



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-14, 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

Communications and Public Affairs, Laura Cruz-Acosta, (915) 212-0033

AGENDA LANGUAGE:

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

Strategic Communications Update and City TV.

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

DEPARTMENT: Communications and Public Affairs

AGENDA DATE: January 4, 2021

PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME AND PHONE NUMBER: Laura Cruz-Acosta, (915) 212-1061

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 5 – Promote Transparent and Consistent Communication amongst All Members of the Community

SUBGOAL: 5.5 – Advance two way communication of key messages to external customers

SUBJECT:

Strategic Communications Update and City TV.

BACKGROUND / DISCUSSION:

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

PRIOR COUNCIL ACTION:

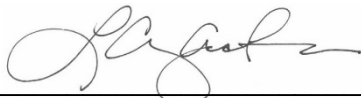
Has the Council previously considered this item or a closely related one?

AMOUNT AND SOURCE OF FUNDING:

Not applicable.

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

DEPARTMENT HEAD:



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

Strategic Communications City TV Production Update

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

City TV | About

- City TV first aired in April 2008 as City 15.
 - As the government access channel for the City of El Paso, City TV provides news and information about El Paso's municipal government.
 - City TV staff of three people produce, edit and design original programming by for the sole purpose of providing local government information to residents.
- City Council meetings
 - Special Council meetings
 - County of El Paso meetings
 - 12+ Boards & Committee meetings
 - Your City in 5 (bilingual newscast)
 - For the Health of It
 - Sun City Bliss
 - Pawcast (Animal Services programming)
 - News4U (City employee program)
 - Special programming (Elf on the Shelf, Trolley Tracks, etc.)
 - Community meetings
 - PSAs on various City Departments & City Services



City TV | Your City In Five



City TV | Elf on the Shelf



Watch the full [2021 Elf on the Shelf](#) season!

Presentation | Social Media



Started 2010
66,583
@elpasotexas.gov



Started 2017
51,322
@iam_elpaso



Started 2012
43,836
@ElPasoTXGov



Started 2012
241,305 views
1,130,564 views (cumulative)
@cityofelpasotx

Thank you.



Legislation Text

File #: 22-21, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

City Manager's Office, Cary Westin, (915) 212-1063

AGENDA LANGUAGE:

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

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

1. Overview (Tommy Gonzalez)
2. City Attorney Overview (Karla Nieman)
 - a) State Disaster Declarations
 - b) Emergency Ordinances
 - c) Greg Abbott, in his official capacity as Governor of Texas, v. City of El Paso and Statewide Mask Mandate Litigation
 - d) Additional Updates
3. City Manager Wrap-up (Tommy Gonzalez)

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

DEPARTMENT: City Manager's Office

AGENDA DATE: January 4, 2022

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

DISTRICT(S) AFFECTED: All Districts

SUBJECT:

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

1. Overview (Tommy Gonzalez)
2. City Attorney Overview (Karla Nieman)
 - a) State Disaster Declarations
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 - d) Additional Updates
3. City Manager Wrap-up (Tommy Gonzalez)

BACKGROUND / DISCUSSION:

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

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

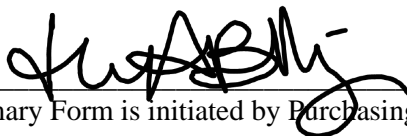
N/A

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

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

DEPARTMENT HEAD:



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

COVID-19 Response + Recovery

Cross-Functional Team Update

1.4.22

Table of Contents

1. Overview (Tommy Gonzalez)
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
3. City Manager Wrap-up (Tommy Gonzalez)

1. Overview

Tommy Gonzalez

2. Overview

January 4, 2022

1. State Disaster Declarations
2. Emergency Ordinances
3. Greg Abbott, in his official capacity as Governor of Texas,
v. City of El Paso & Statewide Mask Mandate Litigation
4. Additional Updates

Karla Nieman

State Disaster Declarations



*Anticipate Governor Abbott will renew his Disaster Declaration between January 26th-27th .

Emergency Ordinances

Ordinance	Adoption Date	Most Recent Re-enactment	Expires
Disaster Declaration Ord. No. 019035	3/17/2020	12/6/2021	1/5/2022
Emergency Measures Ord. No. 019036	3/17/2020	12/6/2021	1/5/2022
Public Right of Way Ord. No. 019241	10/11/2021	12/6/2021	1/5/2022

Greg Abbott v. City of El Paso

❖ **September 30, 2021:**

- ❖ 8th Court of Appeals denied City's request to keep Temporary Injunction in place
- ❖ City's Mask Mandate paused

❖ **October 5, 2021:**

- ❖ City submitted reply brief

❖ **October 12, 2021:**

- ❖ Governor's reply brief filed
- ❖ Amount of time spent on lawsuit: 395 hours

❖ **November 12, 2021**

- ❖ 8th Court of Appeals date of submission
- ❖ Court of Appeals can issue opinion any time after submission date

Statewide Mask Mandate Litigation

Mask Mandate on Hold

- E.T., by and through her parents, et al. v. Ken Paxton (TX Attorney General), et al. (U.S. 5th Circuit Court of Appeals)
 - Jan 31, 2022 - Set for Oral Argument

Mask Mandate in Place

- Greg Abbott, et al. v. Clay Jenkins, et al. (5th Court of Appeals)
- Greg Abbott v. City of San Antonio (4th Court of Appeals)
 - Trial Postponed to July 11, 2022

Additional Updates

❖ Federal Contractor Vaccine Mandate

- ❖ Executive Order 14042 requiring vaccination of federal contractors or weekly testing

- v *State of Georgia, et al. v. Joseph R. Biden, in his official capacity as POTUS*

- v Nationwide injunction of the mandate since December 7, 2021

- v Upheld by the 11th Circuit Federal Court of Appeals on December 17, 2021

- ❖ Similar to suit filed by Texas AG, Ken Paxton, in federal court

Additional Updates

- Texas Supreme Court Emergency Order
- Effective December 21, 2021- March 1, 2022
- 46th Emergency Order renews and amends its 44th Emergency Order related to the Texas Eviction Diversion Program

Additional Updates –COVID-19 Prosecution Update

Trial Settings on COVID-19 Citations through 12/20/2021 in all 5 Municipal Courts

189 Trial Settings

11 Trials
(6 Guilty)

41 Pleas

52 Reset

29
Warrants

56
Dismissed

3. City Manager Wrap-up

Tommy Gonzalez

Thank you!



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-06, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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All Districts

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

AGENDA LANGUAGE:

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

Budget Update.

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

AGENDA DATE: January 4, 2022

PUBLIC HEARING DATE: N/A

CONTACT PERSON NAME AND PHONE NUMBER: K. Nicole Cote, City Manager's Office (915) 212-1092

DISTRICT(S) AFFECTED: All Districts

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

SUBGOAL: N/A

SUBJECT: Budget Update

BACKGROUND / DISCUSSION: Budget Update

PRIOR COUNCIL ACTION: N/A

AMOUNT AND SOURCE OF FUNDING: N/A


HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: City Manager's Office - Office of Management and Budget

SECONDARY DEPARTMENT: All City

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

DEPARTMENT HEAD:



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



BUDGET UPDATE

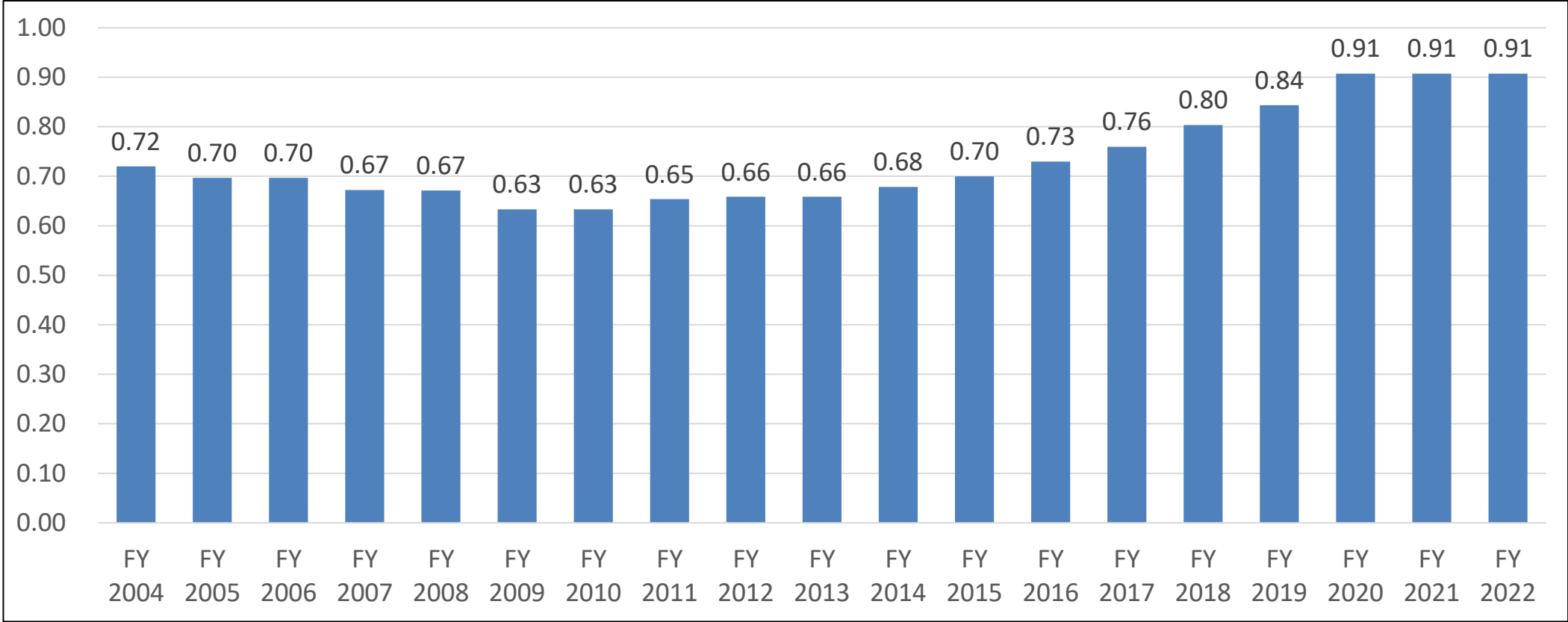
January 4, 2022

Focusing on Priorities and Needs

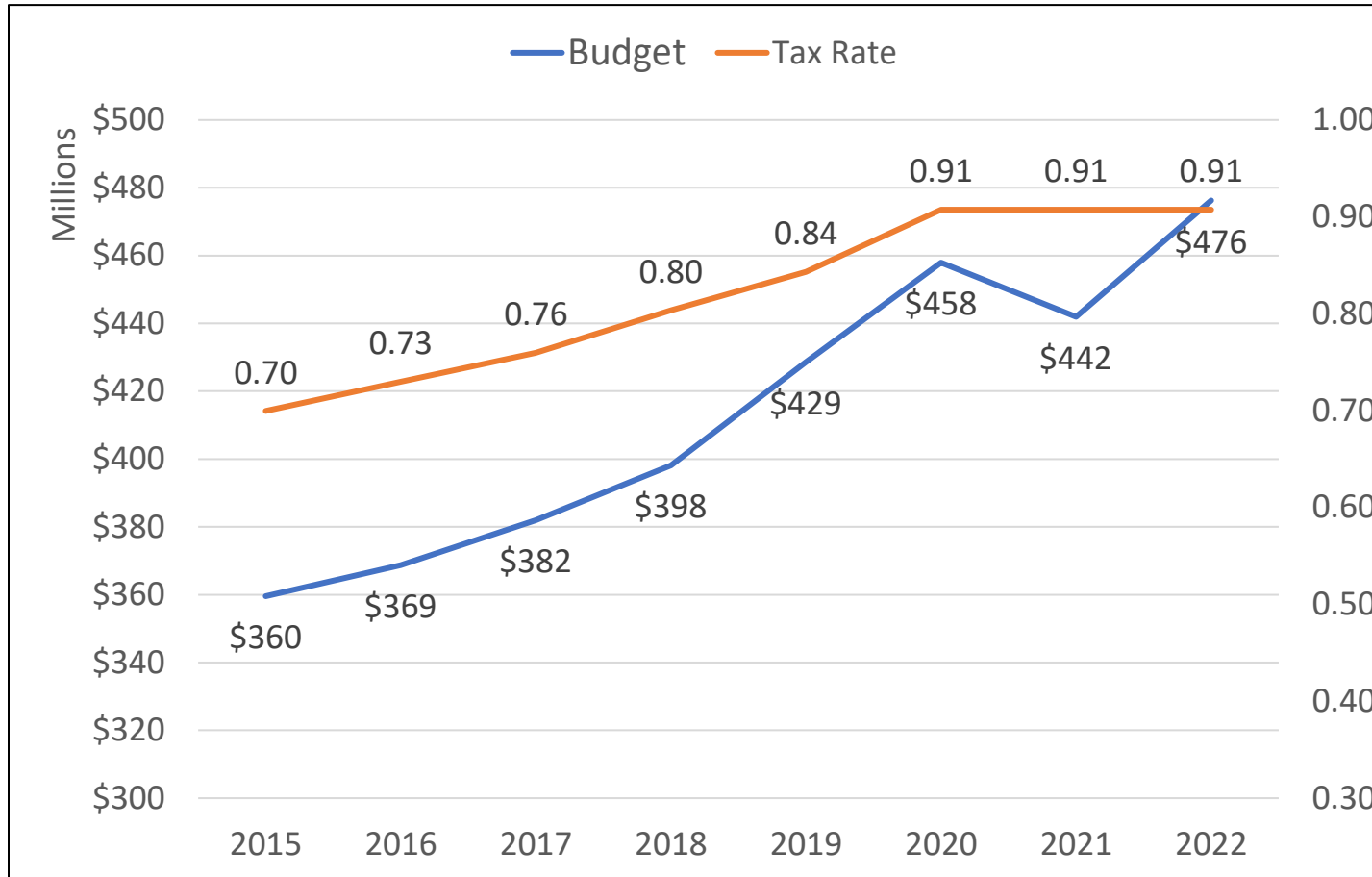
- Continuing Financial Transformation – high performing government
- Providing more tax savings for seniors and disabled
- Complete Quality of Life Bond Projects and building annual operations and maintenance costs into the budget
- Continue Public Safety investments – increasing staffing, collective bargaining agreements, and annual set aside funds for fleet and capital replacement
- Focus on Critical infrastructure – set-aside funding for street resurfacing projects
- Continue Workforce Investments – Compensation, healthcare, wellness, training



Historical Property Tax Rate



General Fund Budget and Tax Rate Comparison



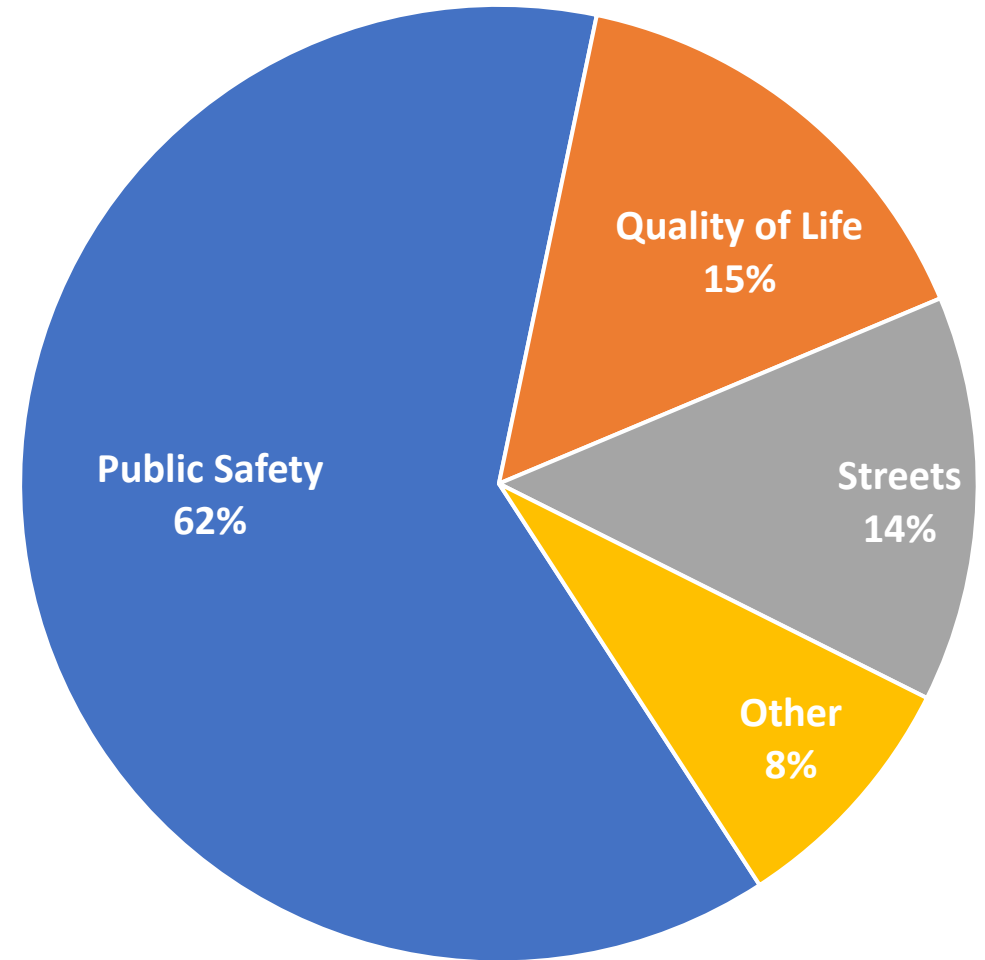
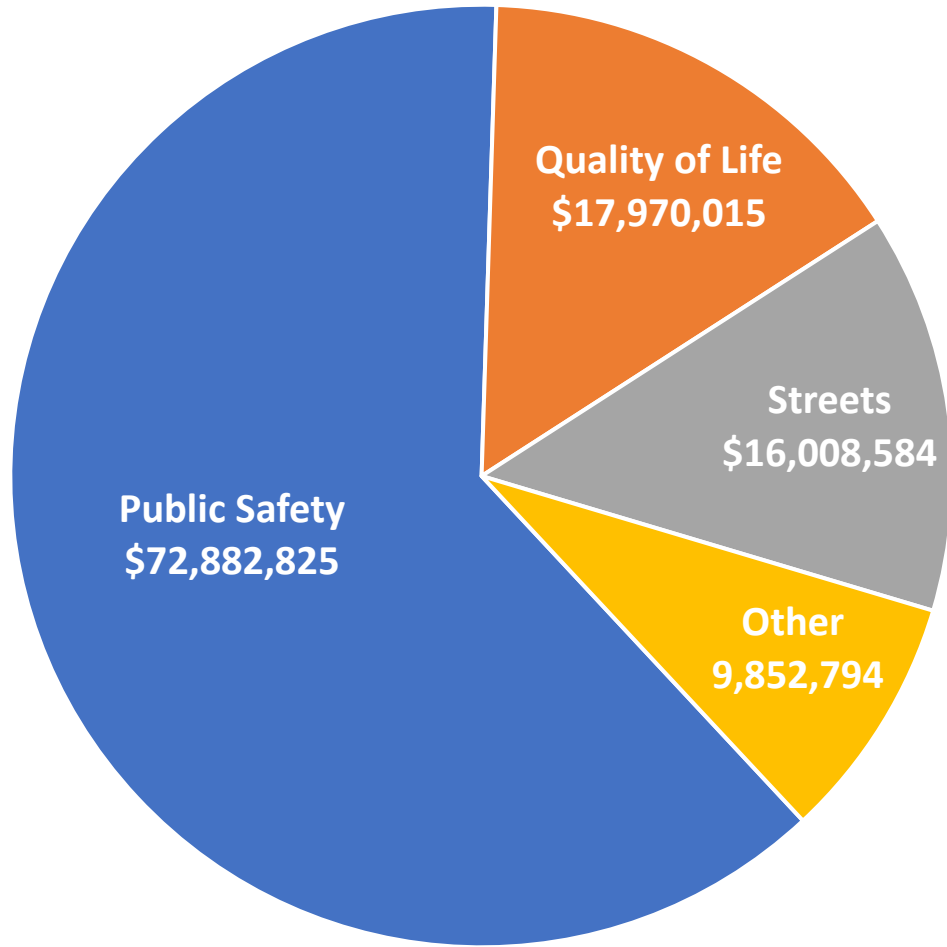
- Since 2015
 - \$116.7 million increase in the budget (32 cent increase)
 - 21 cent increase in the tax rate
 - Largest driver has been public safety \$72.9 million, equivalent to 20 cents on the tax rate

FY 2015 to FY 2022 General Fund Budget Comparison



Goal	FY 2015 Budget	FY 2022 Budget	\$ Variance
Goal 1: Economic Development	1,672,509	1,961,689	289,180
Goal 2: Public Safety	217,671,022	290,553,847	72,882,825
Goal 3: Visual Image	7,705,938	6,950,879	(755,059)
Goal 4: Quality of Life	35,459,260	53,429,275	17,970,015
Goal 5: Communication	19,671,930	21,442,986	1,771,056
Goal 6: Sound Governance	34,208,073	41,569,626	7,361,553
Goal 7: Infrastructure	36,559,309	52,567,893	16,008,584
Goal 8: Healthy, Sustainable Community	6,568,605	7,754,668	1,186,063
Total	\$359,516,646	\$476,230,863	\$116,714,217

General Fund Budget Increase Since FY 2015



Expanded Investment in Public Safety



Staffing

- Since the summer of 2015 (FY 2016) the Police and Fire budgets have increased by over \$70 million
- Police staffing plan to add a net increase of 300 Officers began in FY 2016
- Additional investments include the Crisis Intervention Team and an increase 911 Communicators

Fleet/Capital Replacement

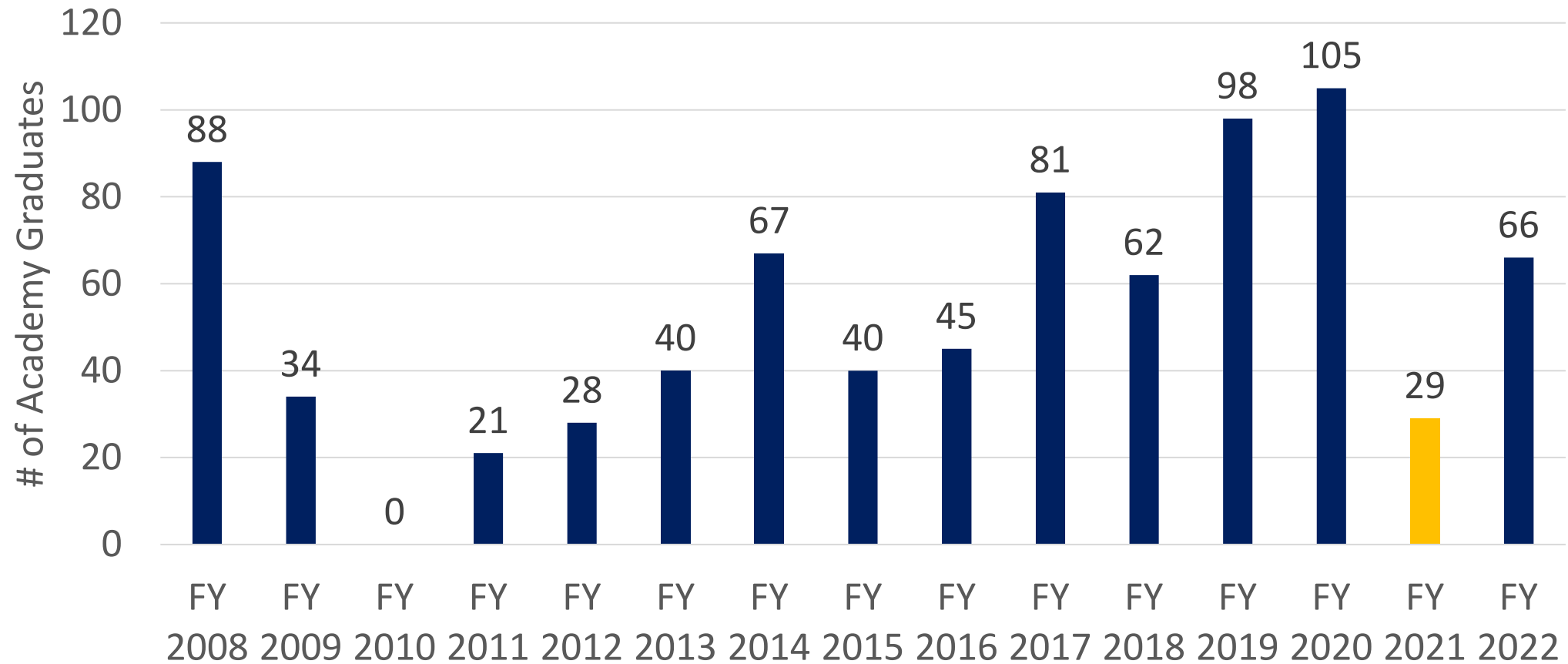
- Implementation of set-aside (pay-go) funding to minimize use of debt
- Current budget includes \$7.8 for fleet and capital replacement

2019 Public Safety Bonds

- \$167.3 million, or 40%, of the total \$413.1 million in bonds have been issued



Academy Graduates

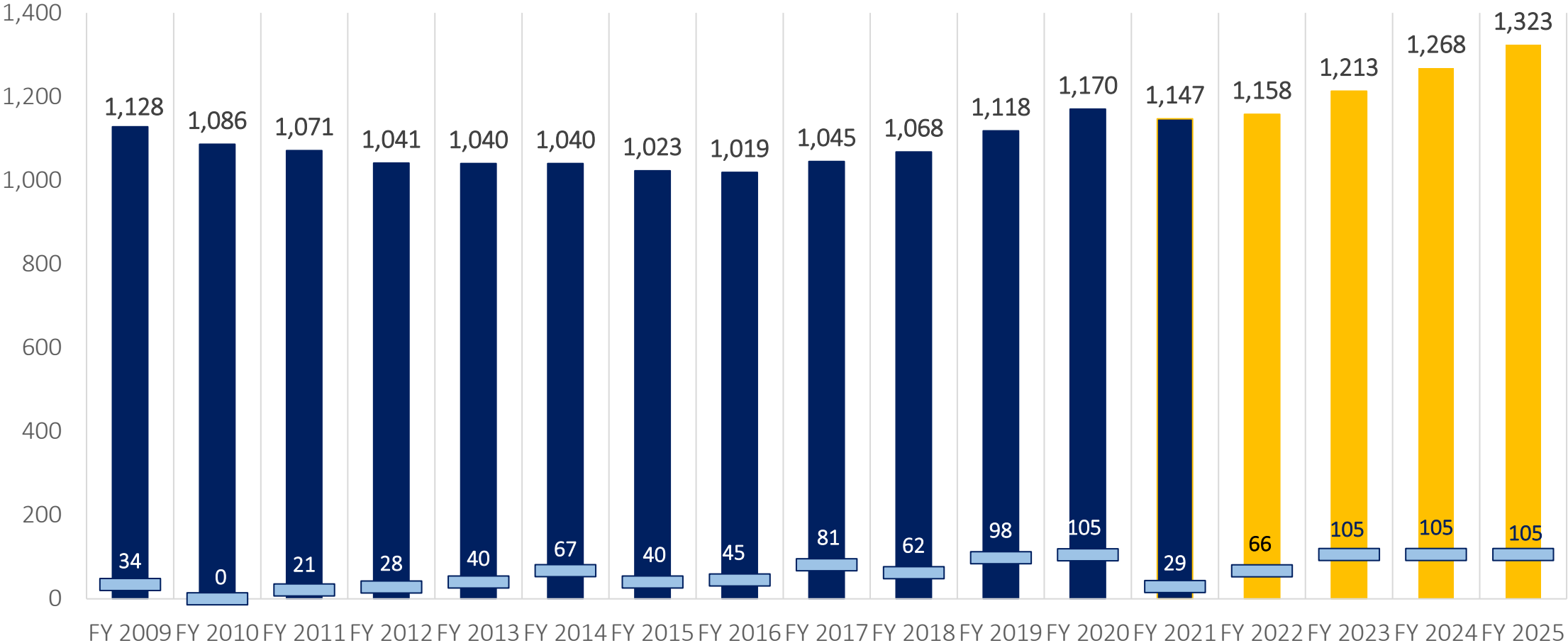


*FY 2022 is an estimate based on current number of cadets and subject to change.

Future Police Academies

	<u>FY 2023</u>	<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>
Academy 1	40	40	40	40	40
Academy 2	40	40	40	40	40
Academy 3	25	25	25	15	14
	105	105	105	95	94
Net Increase	55	55	55	35	35
Cost	\$ 3,589,099	\$ 3,582,717	\$ 3,571,548	\$ 3,247,280	\$ 3,215,053

Uniformed Police Staffing and Academy Graduates



*FY 2022 – FY 2025 are estimates (includes assumptions on attrition and number of academy graduates to reach net 300 increase by FY 2025)

Street Investment

Pay-go Funding

Category	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
NTMP	-	-	-	-	200K	200K	250K
ADA On Demand	500K	250K	516K	500K	500K	-	500K
Residential Resurfacing	-	-	-	7.0M	6.6M	-	17.0M
Arterial Resurfacing	-	-	-	-	1.5M	3.0M	3.0M
Vision Zero	-	-	-	-	-	-	1.8M
Total	500K	250K	516K	7.5M	8.8M	3.2M	22.55M

Total Investment of \$43.3 million



Quality of Life Bond Projects



Total of 165 projects completed

Adrian Garcia Park

Angora Loop Median Improvements NIP III

Argal Park at Las Palmas (Las Palmas/Pendale Community Park)

Aztec & Navajo SW Gap NIP III

Aztec and Mescalero Traffic Circle

Balsam Sidewalk Gaps

Barron Park

Bartlett Park Improvements

Blackie Chesher Flat Field Installation

Blackie Chesher Lighted Flat Fields (Outdoor Sports Field Lighting)

Blackie Chesher Metal Shade Canopy

Bookmobile Purchase

Borderland Park Improvements NIP III

Brisa Del Este Park Improvements

Carlos Bombach Park (NIP)

Chamizal Recreation Center

Chihuahuan Desert Exhibit Complex

Chuck Heinrich Park (NIP)

Cielo Vista Ramps (NIP II)

Cimarron Unit 1 Metal Shade Canopy

Citywide Play Equipment Installation Group 1

Citywide Play Equipment Installation Group 2

Clardy Fox Library Renovations

Clifford Ponding Area Improvements NIP III

Coronado Curb Cut Improvements (NIP)

Coyote Park - Citywide Canopy Installation

Coyote Park Amenities NIP III

Crestmont Canopy over playground

Crestmont Park Improvements

Dick Shinaut Canopy over playground

Digital Wall (History Museum)

Roof Drain Alterations

Digital Wall @ History Museum

District 2 Lost Kingdom Water Park

District 4 Neighborhood Water Park

District 7 Chapoteo Neighborhood Water Park

Downtown Benches (NIP)

Downtown Pedestrian Pathways

Plaza/EPMA Loading Area, Sheldon Court,

Convention Center Improvements

E.L. Williams Park Improvements-NIP II

East Cave Park (Tierra Del Este #64) Improvements- NIP II

Eastside Regional Park Phase 1:

Oasis Water Park

Recreation Center

50 Meter Pool

Eastside Senior Center (Pebble Hills) Expansion

Eastside Sports Complex Design/Build Phase 1

Eastwood Dam – Wrought Iron Gate Improvements (NIP)

Eastwood (Album) Metal Shade Canopy

Edgemere Park NIP III

Escondido, Robles & Espada SW Gaps NIP III

Esperanza Moreno Library Improvements

Ethel & Edgar Sidewalk Gaps (NIP II)

Gallagher Street Sidewalk Improvements (NIP)

H.T. Ponsford Park Improvements- NIP II

Haddox Family Park Improvements

Hawkins Pool Roof Replacement

Historic Entrance Sign - Manhattan Heights neighborhood- NIP II

Houston Park Improvements NIP III

Hugo Meyer & Galaztan Sports Lighting

Irwin J Lambka Metal Shade Canopy

Jack D Quarles Park Improvements NIP III

Quality of Life Bond Projects



Total of 165 projects completed

James Grant Area Residential Street Lights NIP III	Mission Hills Park Improvements (NIP)	Patriot Place Park Improvements (NIP)
James Schwitters Park (Fiesta/Coronado Park)	Montoya Heights Park Improvements NIP III	Pavo Real Enhanced Spray Park
Jan Sumrall Trailhead Playground Installation	Mountain View Park Improvements	Pico Norte Outdoor Sports Field Lighting
John Lyons/ Cheryl Ladd Park QOL	Mountain View Park Lights Improvements NIP III	Polly Harris Doors
Johnson Basin	Museum of Archaeology ADA upgrade	Ponder Park Improvements(All Abilities Playground)
Jorge Montalvo Park Improvements	Museum of Archaeology Gazebo	Ponder Park Outdoor Sports Field Lighting
Jose Cisneros Library Improvements	Museum of Art Gallery Upgrade	Pueblo Viejo Park Improvements- NIP II
Judge Marquez Branch Library	Museum of Art Roof Replacement and HVAC Upgrade	Pueblo Viejo Park Picnic Table Canopies - NIP III
Little River Park Improvements (NIP)	Museum of History Track Lighting	Pueblo Viejo Park Improvements- NIP IV
Lomaland Park Improvements (NIP)	N. Carolina Retaining Wall	Radford Park
Love Road crosswalk and landscaping NIP II	N. Carolina Speed Indicator Signs NIP III	Ranchland Hills Lights (NIP II)
Madeline Park (NIP)	Nations Tobins Metal Shade Canopy	Richard Burges Library Renovation
Madeline Park Improvements	Newman Park Improvements (NIP)	Rim Area Street Signs
Magoffin Park	Newman Park Metal Shade Canopy	Rim Road/Upper Tom Lea Park Improvements-NIP II
Marty Robbins Canopy over Playground	Northeast Regional Park – Skate Park	Rosedale Neighborhood Mile Markers-NIP II
McKelligon Canyon Pavilion Structural Evaluation	Palm Grove Park Improvements	Rutherford Curb Cut Improvements NIP III
Memorial Park Library Branch Expansion	Paseos Del Sol Park Improvements	Sal Berroteran Outdoor Sports Field Lighting

Quality of Life Bond Projects



Total of 165 projects completed

Salamanca and Pejamo ADA Ramps

Salvador Rivas Spray Park

San Jacinto Plaza

Sandstone Ranch Estates metal Shade Canopy

Sandstone Ranch Estates Park Improvements-NIP II

Sandstone Ranch Metal Shade Canopy

Sergio Troncoso (Ysleta) Library Improvements

Sergio Troncoso (Ysleta) Library Parking Lot Phase I & II

Shawver Outdoor Sports Lighting

Shawver Park Improvements NIP III

Shawver Renovate Sports Fields

Socorro Rd. Landscaping Improvements NIP III

South American Pavilion Improvements

Sport Field Lighting (Veterans, Nations Tobin, Capistrano)

Stiles Park Handball Court

Sue Young Sports Lighting

Summit Fillmore Park Improvements (NIP)

Sun City Lights – District 5

Sunrise Park Restroom Improvements (NIP)

Sunset Heights and Old San Francisco Historic District
Street Signs

Sylvia Carreon (Lomaland) Recreation Center

Thomas Manor Park Improvements-NIP II

Todd Ware Park Improvements

Todd Ware Park Improvements-NIP II

Trailhead Parking Areas and Amenities - 1000 Steps

Trailhead Parking Areas and Amenities - Lazy Cow

Trailhead Parking Areas and Amenities - Jan Sumrall

Trailhead Parking Areas and Amenities Roundhouse

Travis White Park Improvements

Trowbridge Sidewalk Gap (NIP II)

Valle Bajo (Alameda) Recreation Center/Library Combo &
Alameda Flat fields

Valle de Las Misiones Street Lights (NIP)

Ventanas Destiny Metal Shade Canopy

Valley View Street Lights (NIP)

Vista Del Valle Canopy over playground

Wayne Retention Pond Rock Wall - NIP III

Westside Pool

Yucca Metal Shade Canopy

Yucca Park Improvements

Zoo - Africa Red River Hog Exhibit

Zoo - Africa Wild Dog

Zoo - Animal Holding Phase I Improvements

Zoo - Carousel Site Development

Zoo - Education Animal Holding

Zoo - Event Tent

Zoo - Event Tent (additional shade)

Zoo - Giraffe Shade (Support Elements)

Zoo - Kalahari Improvements

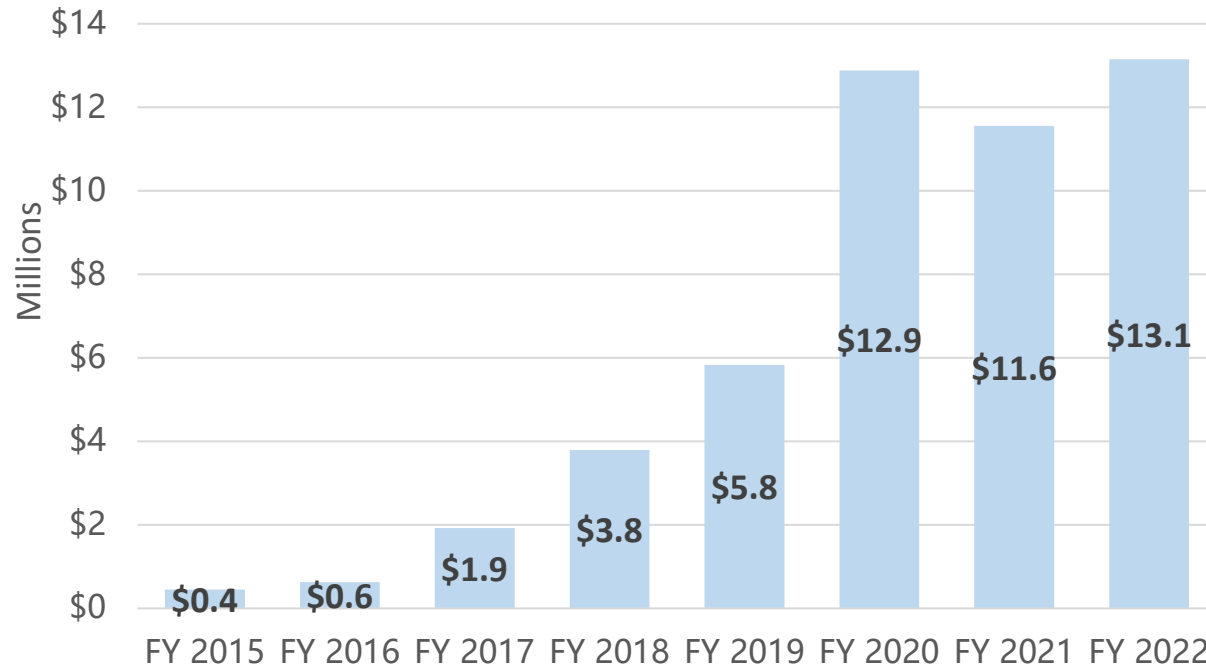
Zoo - Reptile Building

Zoo - South American Aviary

Zoo - Wildlife Theater

Summit Fillmore Park Improvements NIP III

Quality of Life Bond Projects Cumulative Operations and Maintenance (millions)



- 165 Projects completed
- \$49.7M in total investment for quality of life operating
- 300+ FTEs added for new Quality of life operations

Workforce Investment

Compensation and Healthcare Increases

	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022
Civilian Compensation Increases	ATB 1.5%	ATB 2.0%	ATB 1.5%	ATB 1.0%	Lump Sums \$600/\$300 & \$300/\$150	Equity Adjustments + 1.5% ATB + Lump Sums \$500/\$250 (Everyone)
Total Investment - Compensation & Healthcare	\$ 3.3 M	\$ 5.0 M	\$ 2.2 M	\$ 1.2 M	\$ 4.9 M	\$ 9.3 M

- Six consecutive years of compensation increases
- Two consecutive years with no healthcare increases for employees in FY 2021 & FY 2022
- Total Investment in our workforce of **\$25.9 million**

*ATB = Across the Board

Please note that FY 2022 lump sums includes both civilian and uniform employees



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



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-12, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

All Districts

El Paso Water, John E. Balliew, (915) 594-5501

AGENDA LANGUAGE:

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

Quarterly presentation to the City Council on El Paso Water utility matters.

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

AGENDA DATE: January 4, 2022

PUBLIC HEARING DATE: N/A

CONTACT PERSON(S) NAME AND PHONE NUMBER:
John E. Balliew, P.E., President & CEO (915) 594-5501

DISTRICT(S) AFFECTED: All districts

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

SUBGOAL: Provide reliable and sustainable water supply and distribution systems.

SUBJECT:

Quarterly presentation to the City Council on utility matters.

BACKGROUND / DISCUSSION:

El Paso Water President and CEO John Balliew will provide a quarterly presentation to city council to share important information about the utility, including details about the proposed FY 2022-23 budget, successes in open space preservation, and the utility's financial and infrastructure contributions to the City.

PRIOR COUNCIL ACTION:

Council received a quarterly presentation from EPWater on Oct. 11, 2021.

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? _X_ YES ___ NO

PRIMARY DEPARTMENT: El Paso Water

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:


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



Quarterly Presentation

Budget/Rates, City Contributions & Open Space

John E. Balliew, P.E.

January 4, 2022

Big needs require bold solutions (that cost money)

EPWater proposed its budget and rates to the Public Service Board in late November. Major budget drivers:

- **Flood control** to reduce storm hazards
- **Reliability** through rehabilitation and system improvements
- **Resiliency** to keep systems operational during extreme weather events
- **Securing our water future** with new water supplies
- **Growth** of system to serve new developments

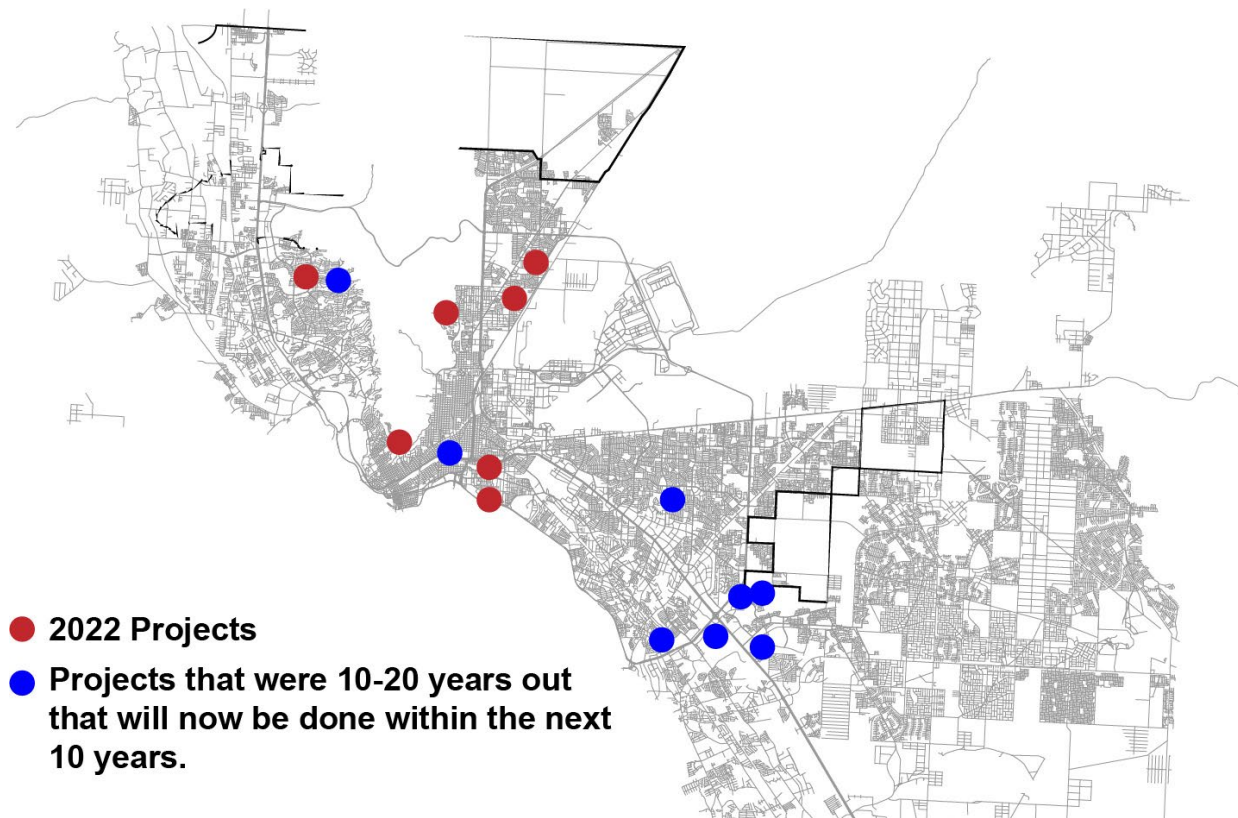
Stormwater Budget and Fees

PSB considered two options for stormwater infrastructure improvements

- Alternative 1 – Continue current pace of stormwater master plan implementation with completion estimated in 20 years.
- Alternative 2 – Compress master plan into 10 years.

PSB provided direction to finalize budget documents based on Alternative 2.

Stormwater priority investments



Proposed budget impact on stormwater fees FY2022-23

FY 2021-22
\$48.7M

\$43.1M budget increase

FY 2022-23
\$91.8M

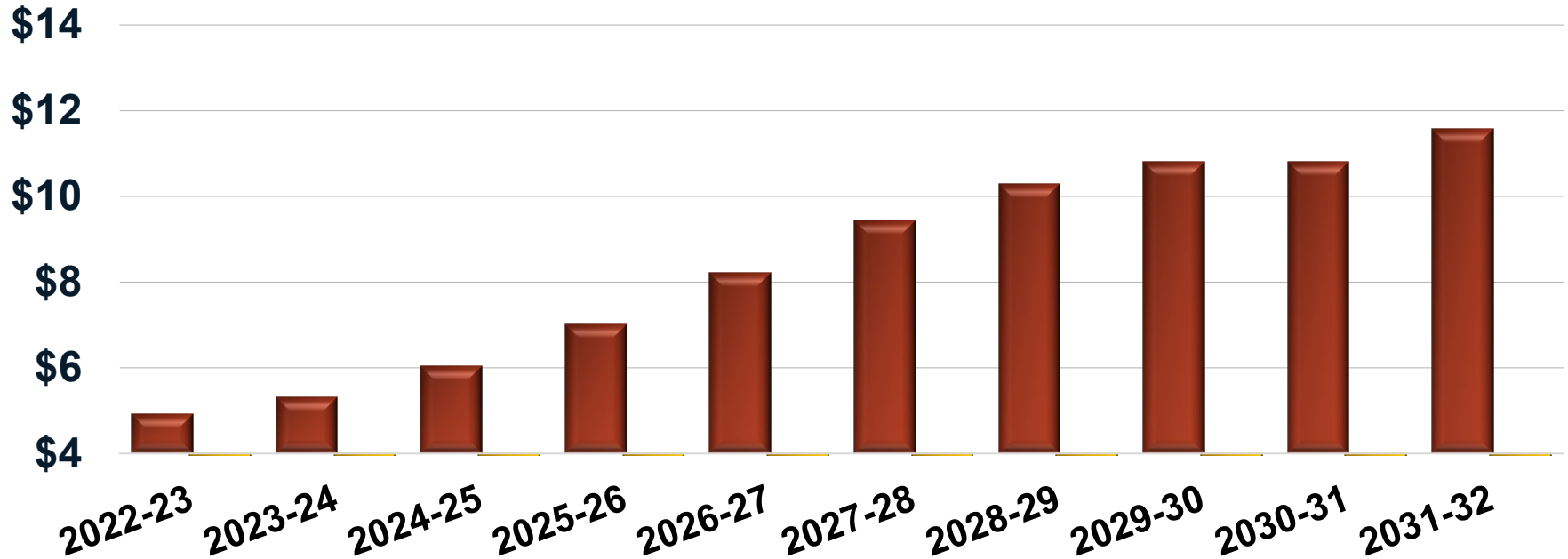
	Current Monthly Fee	Proposed Fee 9% fee increase	Change
Residential Typical 1201-3000 sq. ft.	\$4.51	\$4.92	\$0.41
Commercial Fast Food Restaurant (11,123 sq. ft. approx. ¼ acre).	\$25.58	\$27.86	\$2.28
Commercial Car Dealership (176,068 sq. ft. approx. 4 acres)	\$404.96	\$441.05	\$36.09

Stormwater Fees - Texas city benchmarks

for the Typical Residential Customer

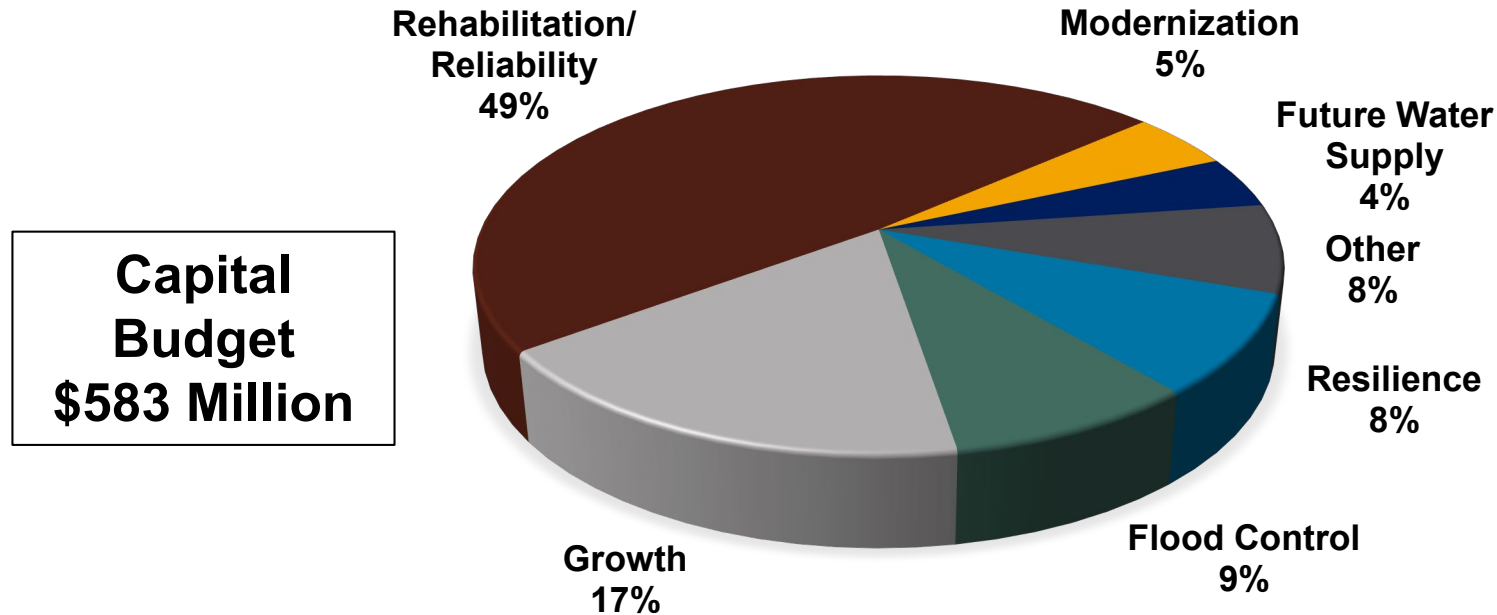
City	Residential Average Fee
Austin	\$10.09
Arlington	\$7.50
Lubbock	\$7.30
Dallas	\$7.06
Fort Worth	\$5.75
Houston	\$5.08
San Antonio	\$4.94
El Paso (Proposed)	\$4.92
Grand Prairie	\$4.69
El Paso (Current)	\$4.51
Plano	\$3.92
Abilene	\$3.33
Amarillo	\$2.61

Ten-year outlook for Stormwater Fees



Water/Wastewater Budget and Fees

Rehabilitation for reliability is the top budget driver in CIP



Assessments point to needed rehabilitation of water and wastewater infrastructure

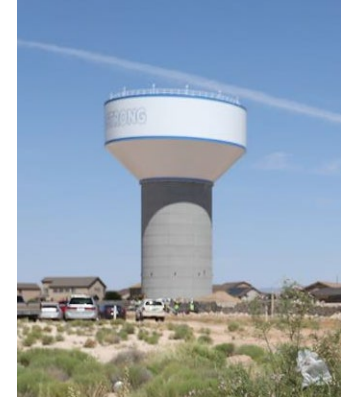
Water/Wastewater Pipelines



Pump stations



Water Storage

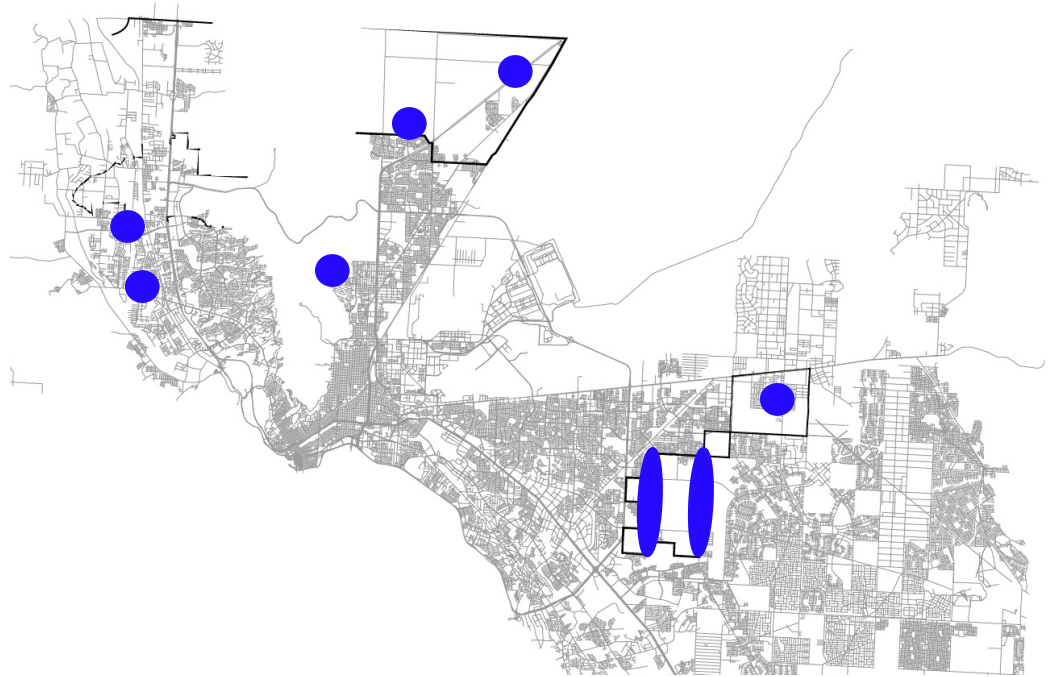


Water and Wastewater Treatment Plants



System extensions to meet the needs of growing areas

- New pump stations in West and East El Paso
- New conveyance systems across the city
- Other growth needs include treatment plant expansions, meters, fire hydrants and more



Residential & Commercial

Proposed Bill Impact ¾" Meter

FY 2021-22
\$459.6M

\$325.4M budget increase

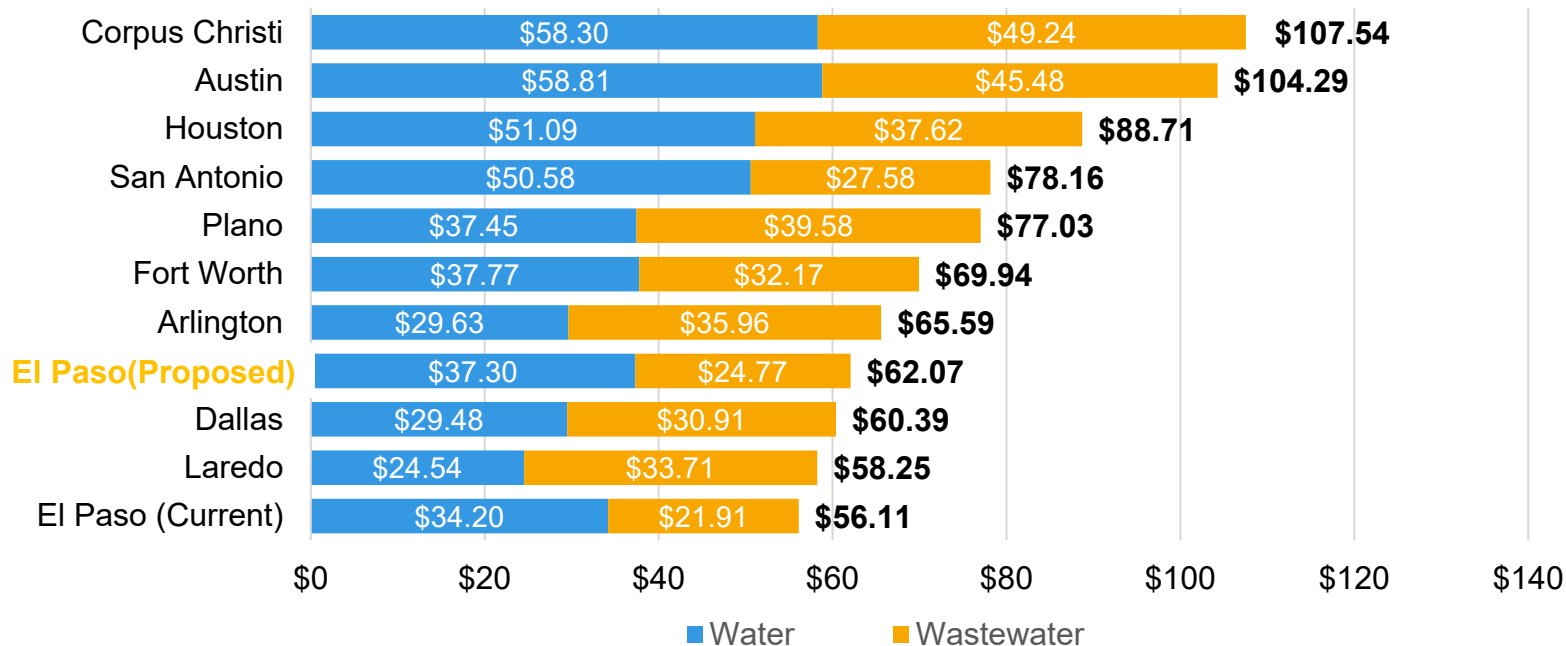
FY 2022-23
\$785.0M

Water & Wastewater	Current Monthly bill	Proposed	Change
Residential (10 ccfs)	\$56.11	\$62.07	\$5.96
Commercial (14 ccfs)	\$90.71	\$100.46	\$9.75

9% water and 13% wastewater rate increase

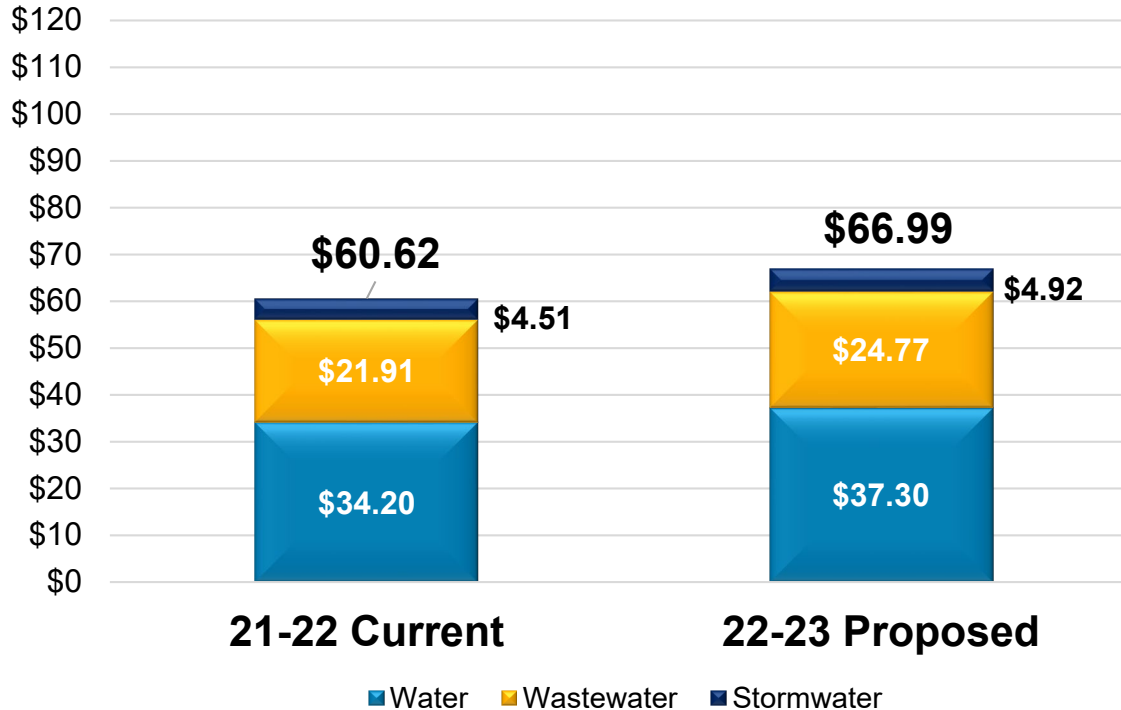
Average Residential Water/Wastewater Bill

Ten Largest Texas Cities Survey 2021



Total Proposed Residential Bill

Monthly bill will increase by \$6.37



Daily cost of water services	
Service	Cost
Water	\$1.24
Wastewater	\$0.80
Stormwater	\$0.16
Total	\$2.20

Water conservation saves money

- **Water Supply Replacement Charge (WSRC)** waived for customers ($\frac{3}{4}$ " meter only) who use **less than 4ccfs per month**
- In FY20-21, an average of 39,000 bills per month received the WSRC waiver of \$11.59
- \$5.2 million annually saved by high-conserving customers

$\frac{3}{4}$ " Meter Water Supply Replacement Charge

FY 20-21	FY21-22	FY22-23 (Proposed)
\$11.59	\$11.82	\$12.88

Daily cost of
water services
with waiver:
\$1.80

Customer Assistance Programs for EPWater Customers

CARES Act Assistance 2021 Numbers



- 5,682 Customers Assisted
- Total Commitments: \$2.1M

Ends this month

NEW Low Income Household Water Assistance Program

- Starts in January 2022 and goes through 2023
- \$3.4 Million allocated by the state to El Paso County



EPWater will seek more than \$100 million in funding through Infrastructure bill (over 5 years)

Funding Agency	Types of Projects Funded	Dollars pursued over 5 years
Corp of Engineers	Stormwater projects	\$35 million
Bureau of Reclamation	Water supply projects	\$27 million
EPA	w/ww rehabilitation and first-time service	\$50 million
Defense Department	Fort Bliss-EPWater collaborations	\$16 million

Annual rate consideration timeline

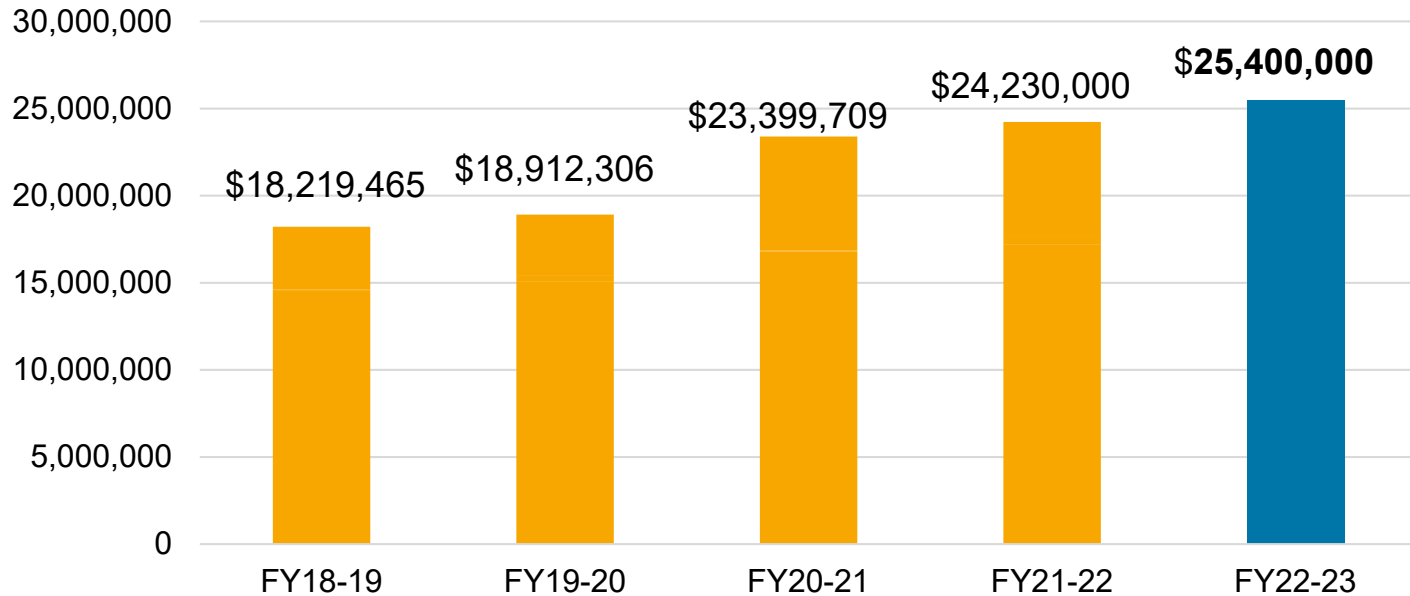


New rates go into effect in March if the PSB approves a rate increase.

Financial and Infrastructure Contributions to the City

EPWater payments to the City

10% of water sales - \$18.4M | City franchise fee - \$6.55M | 5% of land sales - \$500K (est.)



New streets for El Paso neighborhoods

EPWater repaves miles of streets throughout the city

- EPWater projects typically contribute **\$5 million** worth of curb-to-curb street resurfacing annually.
- Neighborhoods benefit from improved water infrastructure and new streets



Other contributions

- Conservation grants to parks, libraries and more
- Free use of training facility at TechH2O for City departments, staff
- Education collaboration with the zoo



Decades of Open Space Preservation

History of EPWater land acquisition

- Ratepayer money was used to purchase the lands in which EPWater is a trustee.
- Land was purchased specifically for groundwater rights and spacing of wells. Money generated from land sales was/is applied to the CIP.
- Under the rules, only the lands not needed for the water, wastewater and stormwater system can be sold.

A tradition of land preservation

- Open spaces provide flood protection and promote healthy lifestyles.
- The stormwater utility ordinance specifies that 10 percent of the system's annual utility fee be allocated for such green projects.
- To date, El Paso Water has preserved **10,822.5 acres** of open space property that reduces flooding.

Franklin Mountains State Park	9,151 acres
Palisades Canyon	202.7 acres
Palisades (basin)	1.5 acres
Playa Drain	144 acres
Silver Springs	36.2 acres
Cloudview Canyon	16.9 acres
Spring Crest	23.5 acres
Lower Coronado	12.4 acres
Wildwood II Arroyo	3.5 acres
Hunt Arroyo 1	69.3 acres
Lost Dog Trail	1,001 acres
Knapp Land	158.3 acres
Canterbury	2.2 acres

Partnerships to preserve wetlands



- EPWater acquired 372 acres of land for the Rio Bosque Wetlands Park, entered into 25-year agreement with EPCWID for water rights and installed the reclaimed water system to provide water to the park.
- Park is managed by UTEP-CERM with help from Friends for the Rio Bosque.

Partnership with Army Corps of Engineers

Project	Project Cost	Funding
Feasibility study	\$731K	\$365K
Design	\$769K	\$500K
Environmental enhancements	\$12M	\$9M

More wetlands created by EPWater

Feather Lake II	18.96 acres
Basin G	22.10 acres

Partnership with Frontera Land Alliance

- Repair of damaged nature preserve at Resler Canyon arroyo to enable the public to utilize it for walking and wildlife and plant observation.
- Preserve and maintain popular Lost Dog, Lazy Cow and Roundhouse Trails as recreational areas
- Exploring this partnership as a model for future open space preservation



New Customer Information System

New CIS coming in early March

- Culmination of 3-Year process
- Major modernization of online service
- Pay by text, other features
- Fee-free transactions online

Program Timeline



Blackout period of several days as one system goes down and the other goes live, and all customers will have new account number.

Thank you!



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-15, 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.

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

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

AGENDA DATE: January 4, 2022
PUBLIC HEARING DATE: January 4, 2022

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

DISTRICT(S) AFFECTED: All Districts

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

SUBGOAL: 6.8 Support transparent and inclusive government.

SUBJECT:

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

BACKGROUND / DISCUSSION:

Emergency Ordinance No. 019253 which re-enacts Emergency Ordinance No. 019035 is set to expire on January 4, 2021.

PRIOR COUNCIL ACTION:

Since March 2020, El Paso City Council has re-enacted Emergency Ordinance No. 019035 monthly, with the most recent extension taking place on December 6, 2021.

AMOUNT AND SOURCE OF FUNDING:

None.

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Fire Department

SECONDARY DEPARTMENT: Department of Public Health

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

DEPARTMENT HEAD:



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

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

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

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

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

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

WHEREAS, since March 2020, El Paso City Council has re-enacted Emergency Ordinance No. 019035 monthly, with the most recent re-enactment taking place on December 6, 2021; and

WHEREAS, as of December 14, 2021, the number of COVID-19 active cases in El Paso is over 8,161; 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. 019263 which re-enacts Emergency Ordinance No. 019035 is set to expire on January 4, 2022; and

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

ORDINANCE NO. _____

20-1052-1069/PL#1141261_2/KMN/JF/KM/Emergency Ordinance Re-enacting Ord. No. 019035 -
Extending Disaster Declaration – January 4, 2022

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.

PASSED AND ADOPTED, this ____ day of January 2022.


THE CITY OF EL PASO, TEXAS

Oscar Leoser
Mayor

ATTEST:


Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Karla M. Nieman
City Attorney

APPROVED AS TO CONTENT:



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

ORDINANCE NO. _____

20-1052-1069/PL#1141261_2/KMN/JF/KM/Emergency Ordinance Re-enacting Ord. No. 019035 -
Extending Disaster Declaration – January 4, 2022



Legislation Text

File #: 22-16, 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.

Discussion and action on 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.

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

AGENDA DATE: January 4, 2022
PUBLIC HEARING DATE: January 4, 2022

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

DISTRICT(S) AFFECTED: All Districts

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

SUBGOAL: 6.8 Support transparent and inclusive government.

SUBJECT:

Discussion and action on an Emergency Ordinance re-enacting Emergency Ordinance No. 019036 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.

BACKGROUND / DISCUSSION:

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

PRIOR COUNCIL ACTION:

Since March 2020, City Council has re-enacted Emergency Ordinance No. 019036 monthly, with the most recent re-enactment, re-statement and amendment taking place on March 16, 2021 and with the most recent re-enactment taking place on December 6, 2021.

AMOUNT AND SOURCE OF FUNDING:

None.

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Fire Department

SECONDARY DEPARTMENT: Department of Public Health

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

DEPARTMENT HEAD:



**AN EMERGENCY ORDINANCE
RE-ENACTING EMERGENCY ORDINANCE NO. 019036 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 December 6, 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.

Ordinance No._____

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

PASSED AND ADOPTED, this ____ day of January, 2022.

THE CITY OF EL PASO, TEXAS

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Karla M. Nieman
City Attorney

APPROVED AS TO CONTENT:



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

Ordinance No. _____



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-23, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

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

AGENDA LANGUAGE:

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

Discussion and action on an Emergency Ordinance re-enacting Emergency Ordinance No. 019241; allowing temporary uses on the public right of way and private property by suspending various city ordinances; Penalty as provided in Section 6.

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

AGENDA DATE: Jan. 4, 2022
PUBLIC HEARING DATE: N/A (Work Session)

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

DISTRICT(S) AFFECTED: All Districts

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

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

SUBJECT:

Discussion and action on an Emergency Ordinance re-enacting Emergency Ordinance No. 019241; allowing temporary uses on the public right of way and private property by suspending various city ordinances; Penalty as provided in Section 6.

BACKGROUND / DISCUSSION:

This item is to support restaurants and similar establishments in their efforts to safely operate during the COVID-19 pandemic by further facilitating outdoor service and dining opportunities. To achieve this, this item would re-enact Emergency Ordinance No. 019241 for 30 days to continue the suspension of various sections of the El Paso City Code to facilitate temporary uses on the public right of way and private property and continue the pilot program.

PRIOR COUNCIL ACTION:

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

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

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

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

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

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

December 14, 2020, January 5, 2021, February 1, 2021, March 1, 2021, March 29, 2021, April 26, 2021, May 24, 2021, June 21, 2021, July 19, 2021, August 16, 2021, El Paso City Council enacted an Emergency Ordinance Re-Enacting Emergency Ordinance No. 019091.

October 11, 2021, El Paso City Council adopted Emergency Ordinance No. 019241, which suspended various sections of the El Paso City Code to facilitate temporary uses on the public right of way and private property and established a pilot program.

November 8, 2021, and December 6, 2021, El Paso City Council enacted an Emergency Ordinance Re-Enacting Emergency Ordinance No. 019241.

AMOUNT AND SOURCE OF FUNDING:
N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

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

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

DEPARTMENT HEAD: 

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

**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, City Council re-enacted Emergency Ordinance No. 019241, with the most recent re-enaction taking place on December 6, 2021 (Ord. No. 019265) ("**Re-enacting Ordinance**"); 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

ORDINANCE NO. _____

20-1052-1069 | 1142228

Third Re-enactment of Emergency Ordinance No. 019241 Rights of Way

KMN | JSG

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 February 3, 2022 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.

PASSED AND ADOPTED, this ____ day of _____, 2022.


THE CITY OF EL PASO, TEXAS:

Oscar Leeser
Mayor

ATTEST:

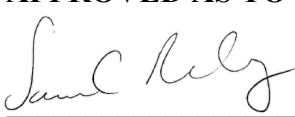
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Karla M. Nieman
City Attorney

APPROVED AS TO CONTENT:



Sam Rodriguez, P.E.
City Engineer

ORDINANCE NO. _____

20-1052-1069 | 1142228

Third Re-enactment of Emergency Ordinance No. 019241 Rights of Way

KMN | JSG



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



Sun City Safe [streets][business][foodcourt]



Sun City Safe Program:

1. Program Summary
2. Prototypes to pilot program
3. Program Updates

Strategic Goals:

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

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

Goal 6: *Set the standard for sound governance and fiscal management*



1. Program Summary

Proposed Pilot Program:

- Aligns with emergency order duration time, with sunset date or possible extension to be determined
- All eligible streets have been identified by CID planning and S&M that meet criteria
- All private properties may apply for inclusion
- All spaces proposed for public use need to submit for an application, whether private or publicly owned.





- **[Streets]:** Addressing any use of ROW for safe distancing practices;
partial street closure + traffic lane reduction + more sidewalk space = shared streets.



- **[Business]:** Addressing any use of outdoor space within a private property for a business to offer for safe distancing practices;
reduced parking requirements + outdoor seating = increased capacity



- **[Food Court]:** Addressing use of joint outdoor space for multiple restaurants or food trucks to offer their patrons;
closed ROW/shared parking lots + shared outdoor seating = shared increased capacity



- **[Streets]:** Use of ROW for safe distancing practices for private property owners:
 - **Ped-Way (Pedestrian lane)** – for recreational use, pedestrian or bicycling commuting
 - **ROW Cafe**– for businesses to offer additional space for their patrons outside their establishment for a partial street closure of a block
 - **Parking-parklets** – for businesses to use on-street parking spaces for additional outside space for patrons



- **[Business]:** Providing additional use of outdoor space within a private property for business owners
 - Off-street surface or garage parking within their properties for:
 - Additional dining space
 - Queuing for pick-up



- **[Food Court]:** Providing use of joint outdoor space for multiple restaurants or food trucks to offer their patrons
 - Consolidated location on a partial street closure (on ROW)
 - Consolidated location on a shared off-street parking lot (within private property)

Sun City Safe Program Summary:

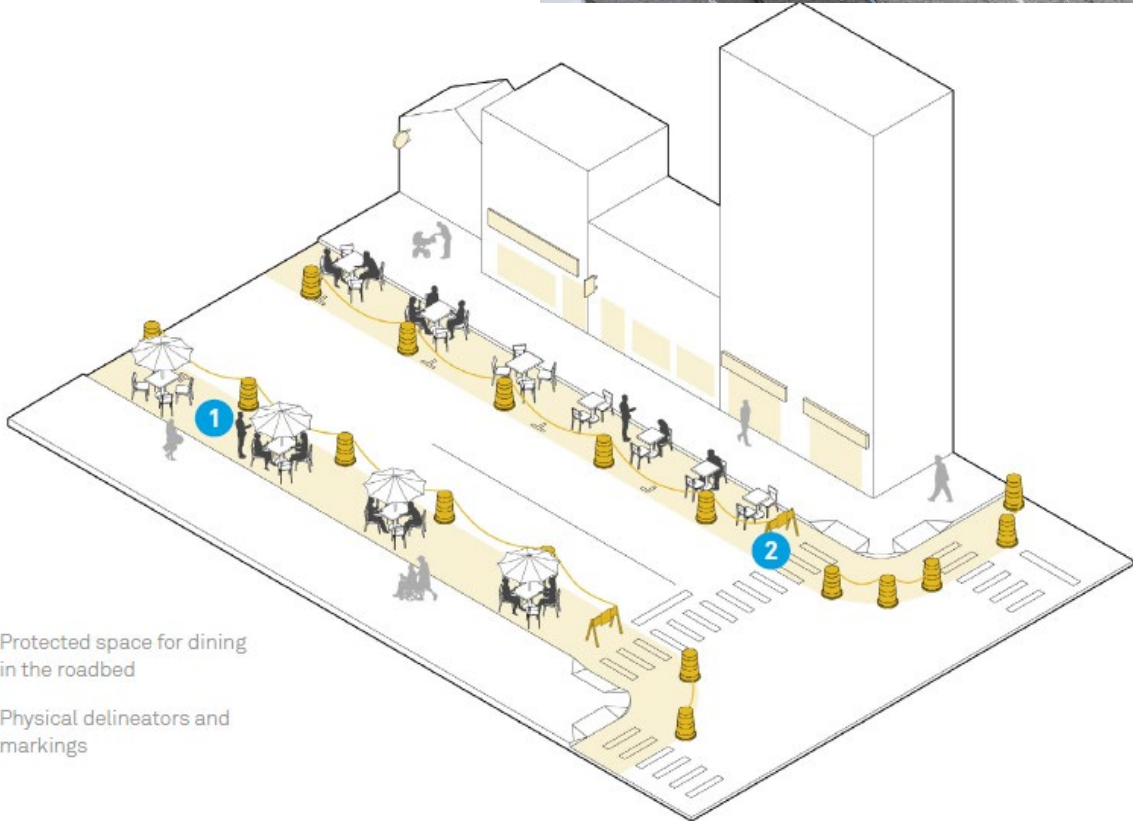


- Sun City Safe program is coordinated as an expedited permit type in response to COVID 19:
 - Pilot process coordinated with multiple user departments
- City Pilot Prototypes are to test-run initiative and finalize application and administrative process:
 - Ped-lane on Campbell Street (between 3rd st. and 6th st.)
 - ROW Café on Stanton (between Mills and Texas)
- Language in emergency order included to launch Pilot Sun City Safe Program throughout city .
- Coordination with Economic Development to identify funding and economic assistance for applicants was secured through CARES Act, to purchase traffic control inventory.

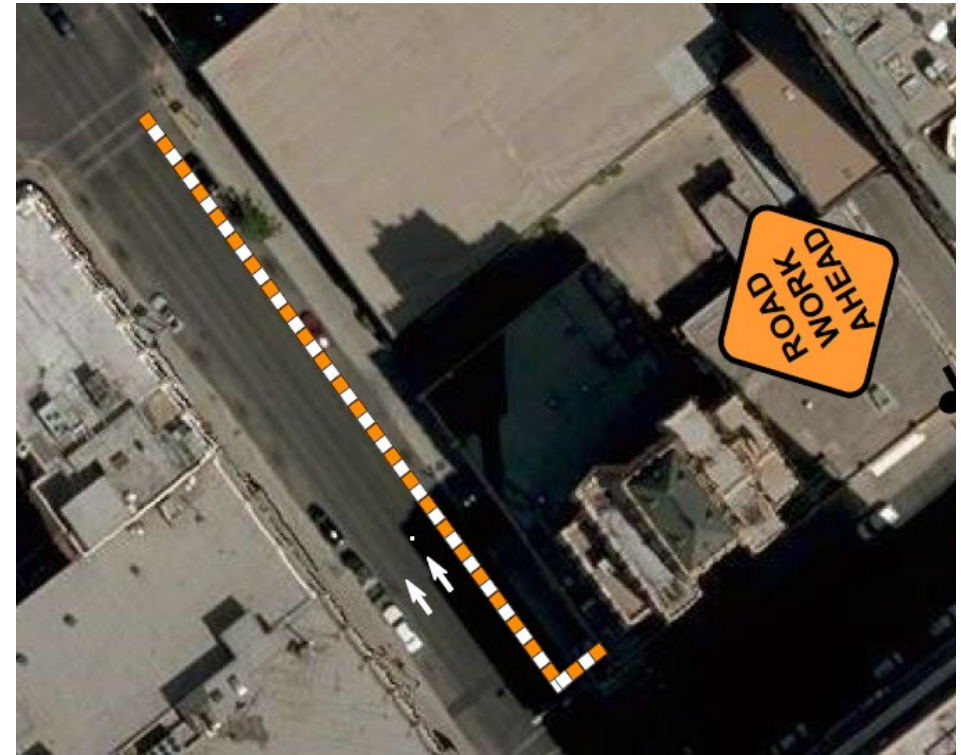


Prototypes

Prototype 1: ROW Cafe



- 1 Protected space for dining in the roadbed
- 2 Physical delineators and markings

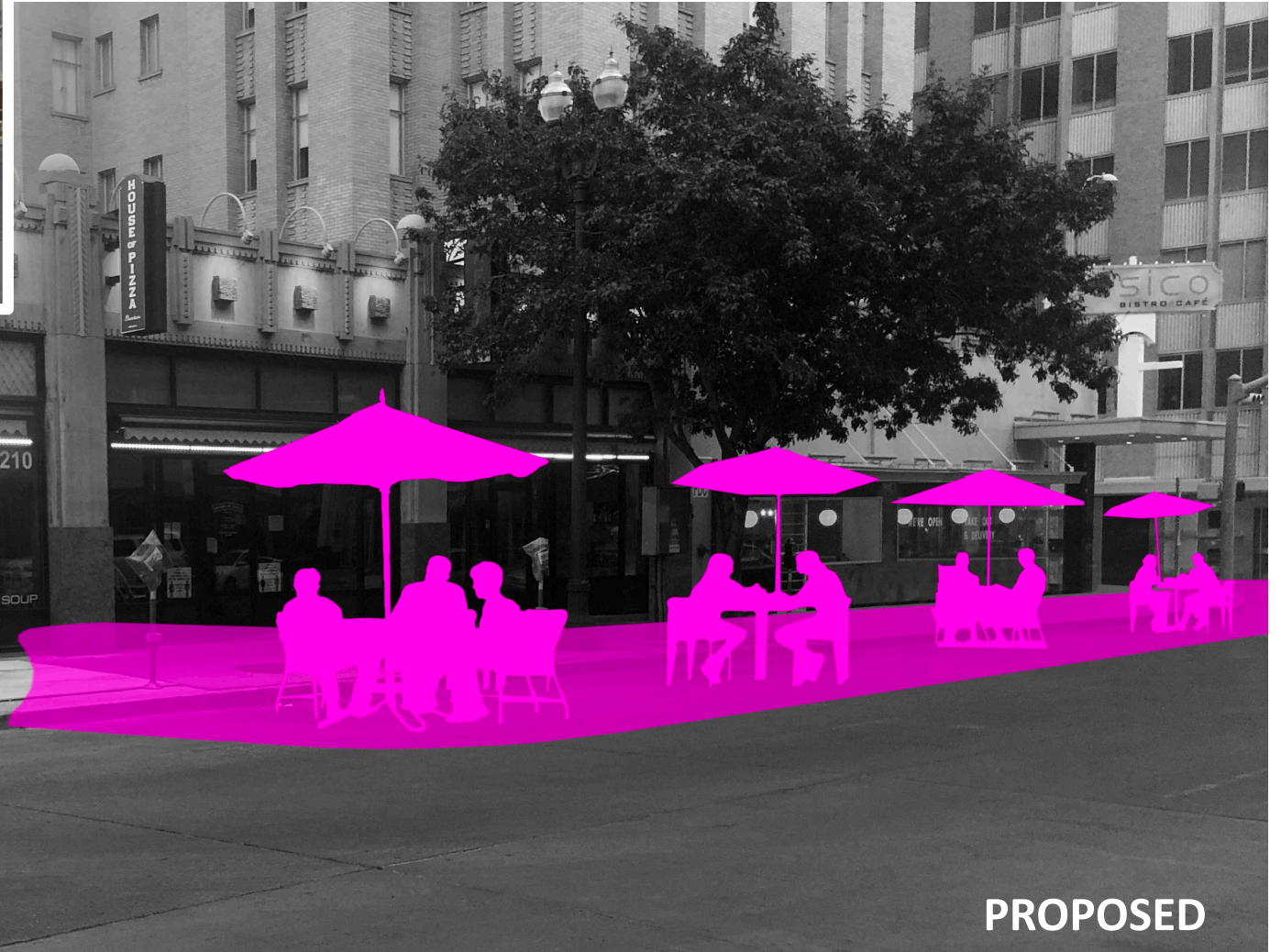


R.O.W Cafe:

Stanton; between Mills and Texas

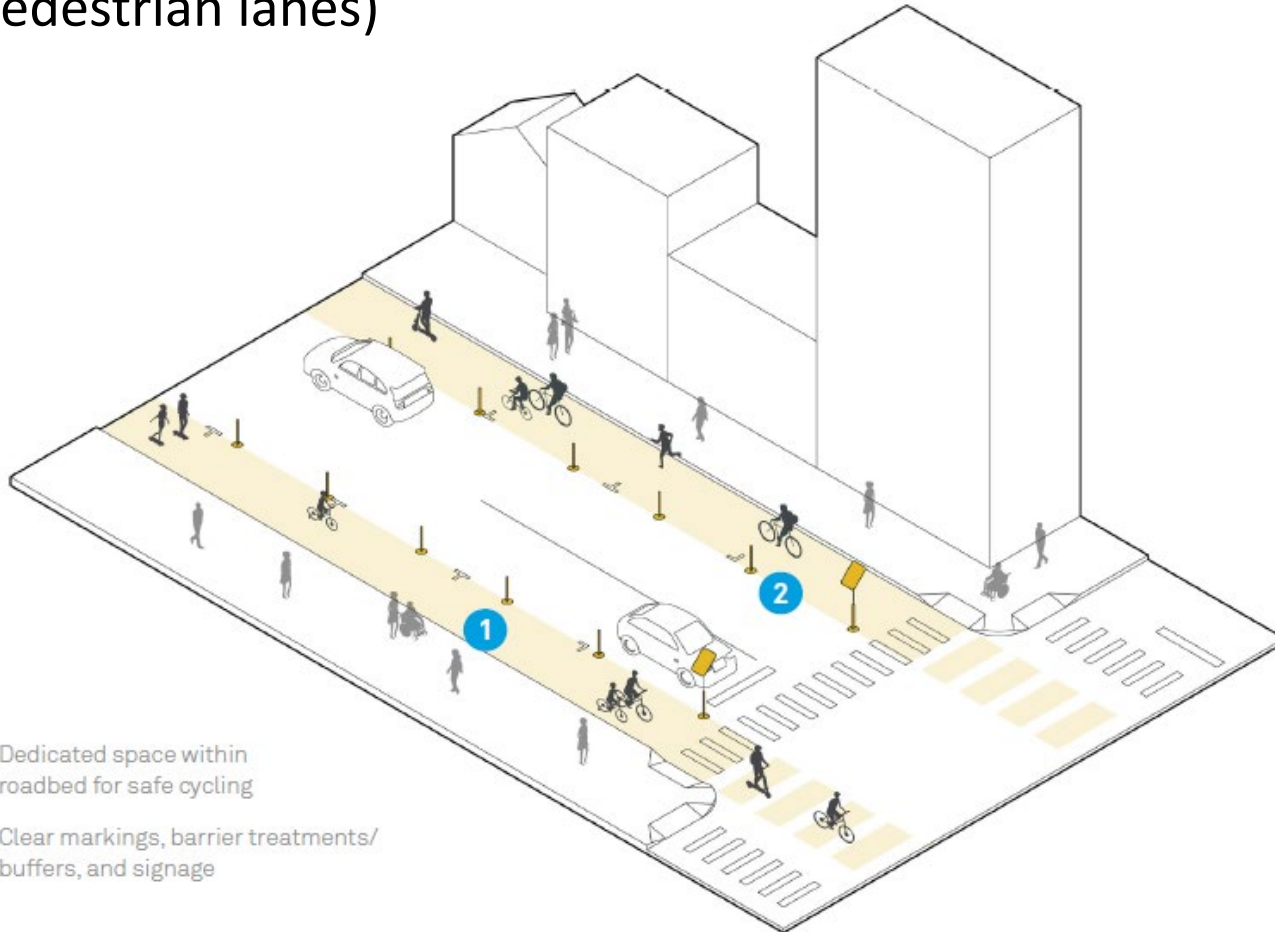
- Street lane closed off to serve as space for outdoor seating
 - Deployed by Streets & Maintenance on Nov. 30th and removed during the week of January 25th





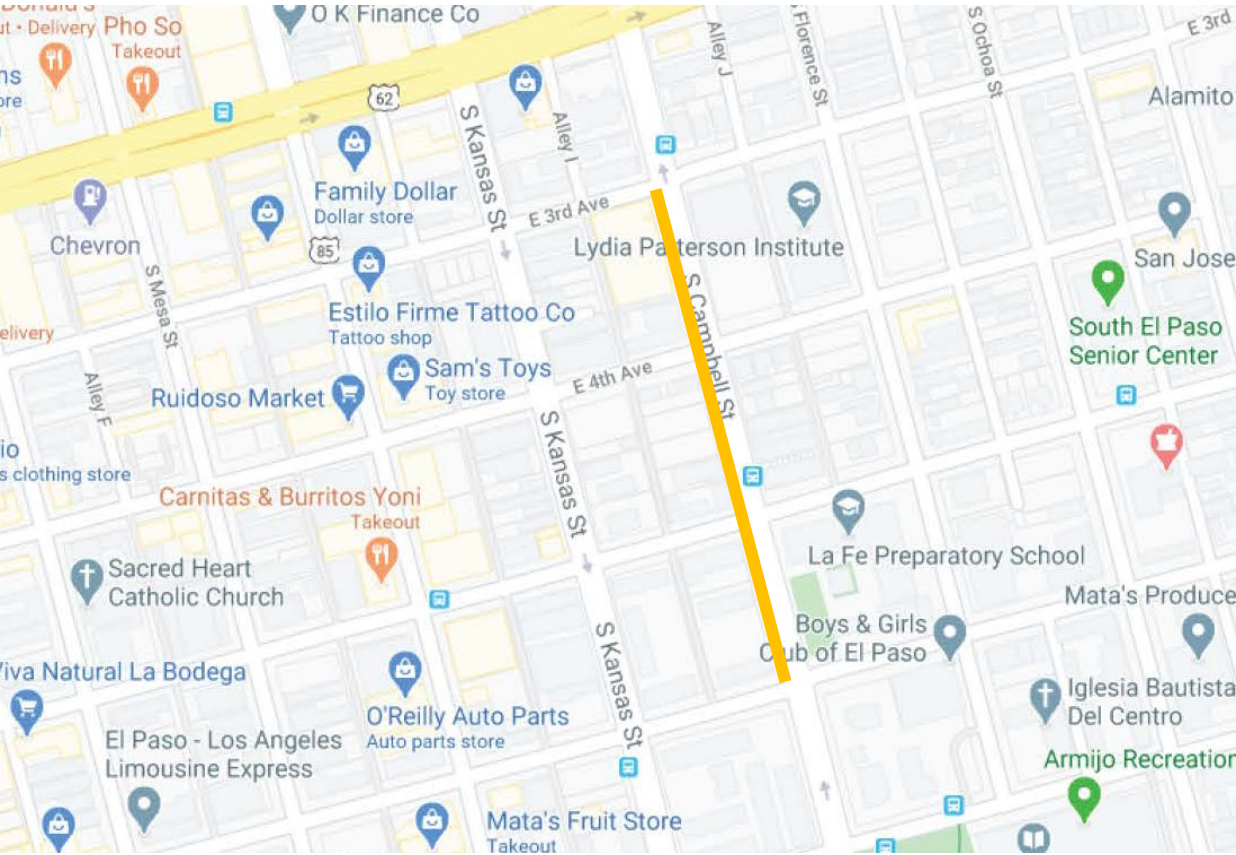
Prototypes

Prototype 2: Ped-way (pedestrian lanes)



Ped-Way: Campbell; between 3rd and 6th

- Lane closed off for added outdoor space for commuting and physical activity
 - Deployed by Streets & Maintenance on Nov. 30th and removed during the week of January 25th





EXISTING

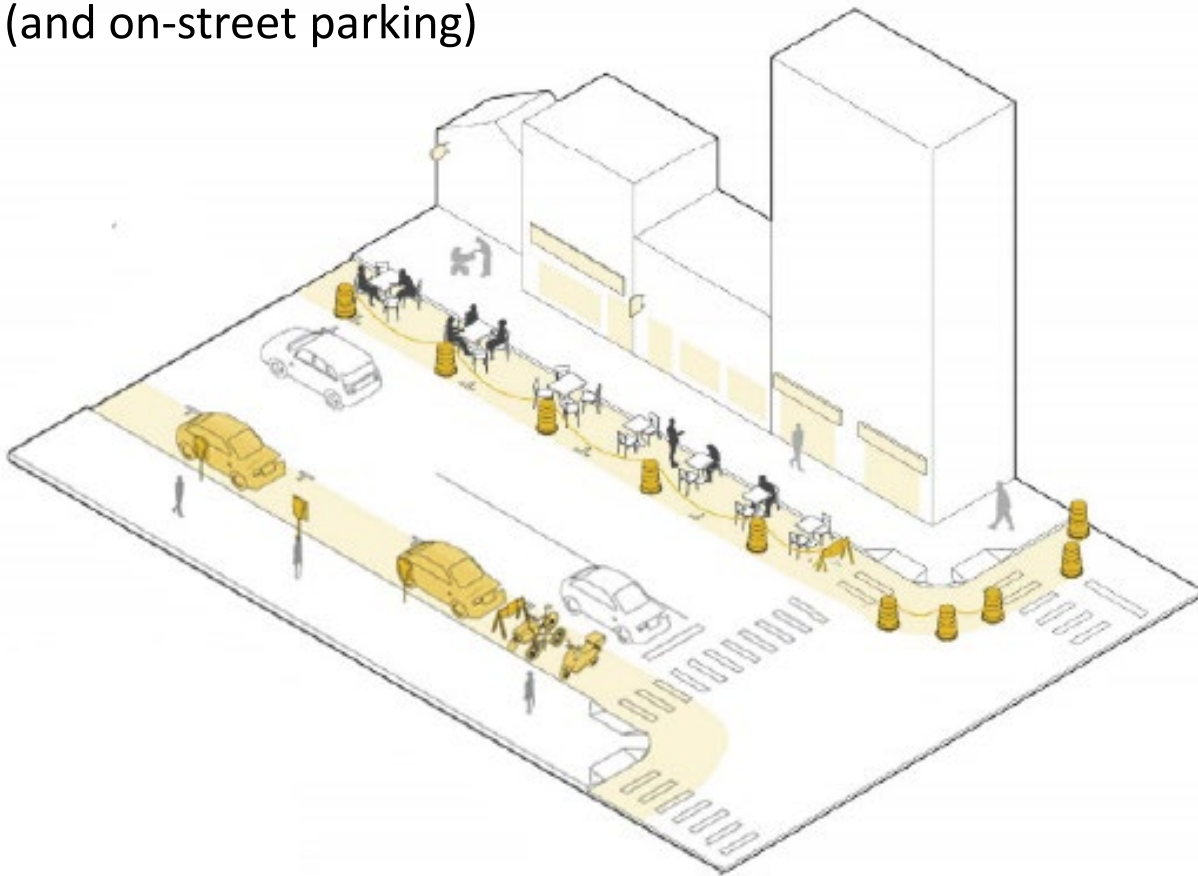


PROPOSED



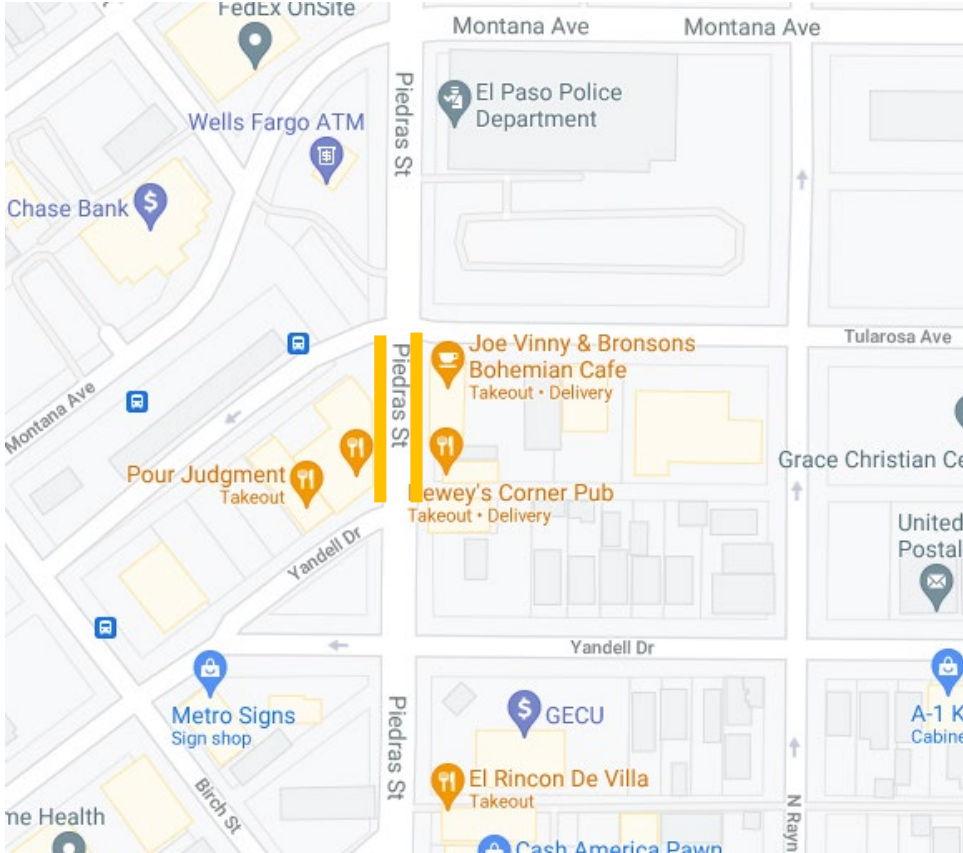
Prototypes

Prototype 3: ROW Café (and on-street parking)



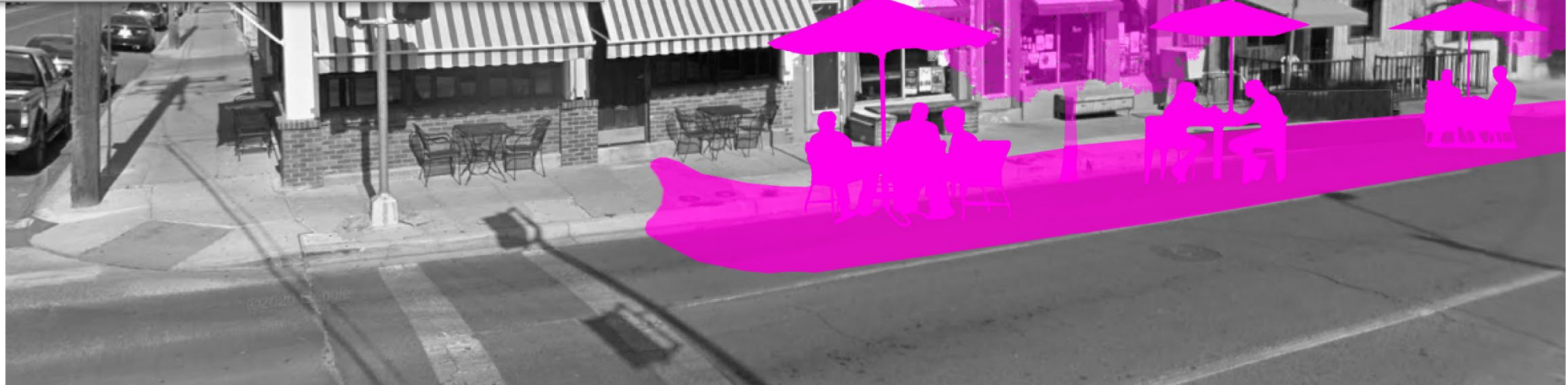
ROW Café : Piedras; between Tularosa and Yandell (alley)

- Street lanes (2) closed off to serve as space for outdoor seating on one side of Piedras and on-street parking on the other
 - Deployed by Streets and Maintenance on April 23rd





EXISTING



**Only one side of prototype shown in rendering (northbound-lane)*

Street lanes (2) closed off to serve as space for outdoor seating on one side of Piedras (northbound-lane) and on-street parking on the other (southbound-lane)



EXISTING

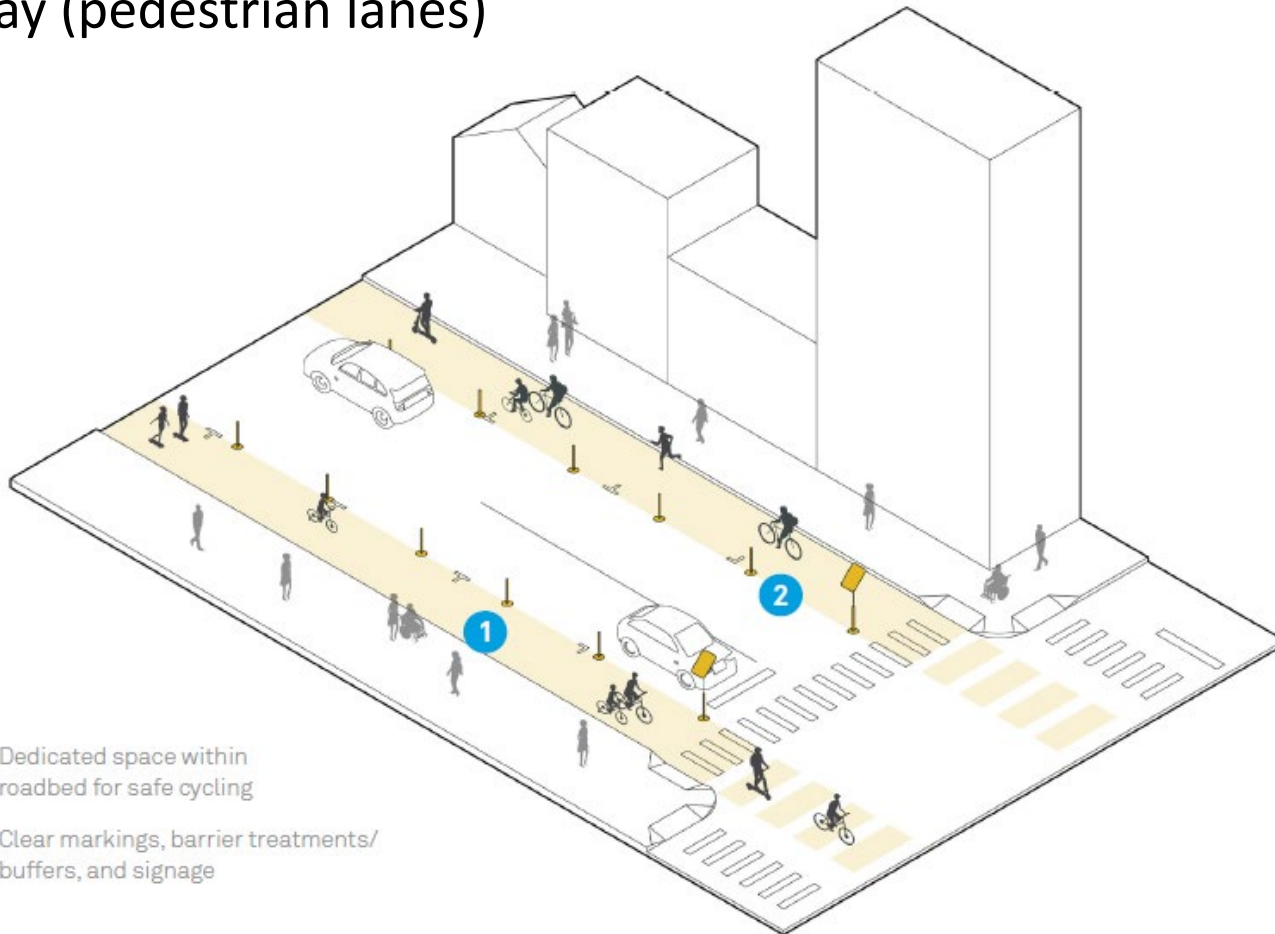


PROPOSED

**Only one side of prototype shown in rendering (southbound-lane)*
 Street lanes (2) closed off to serve as on-street parking

Prototypes

Prototypes 4 & 5: Ped-way (pedestrian lanes)

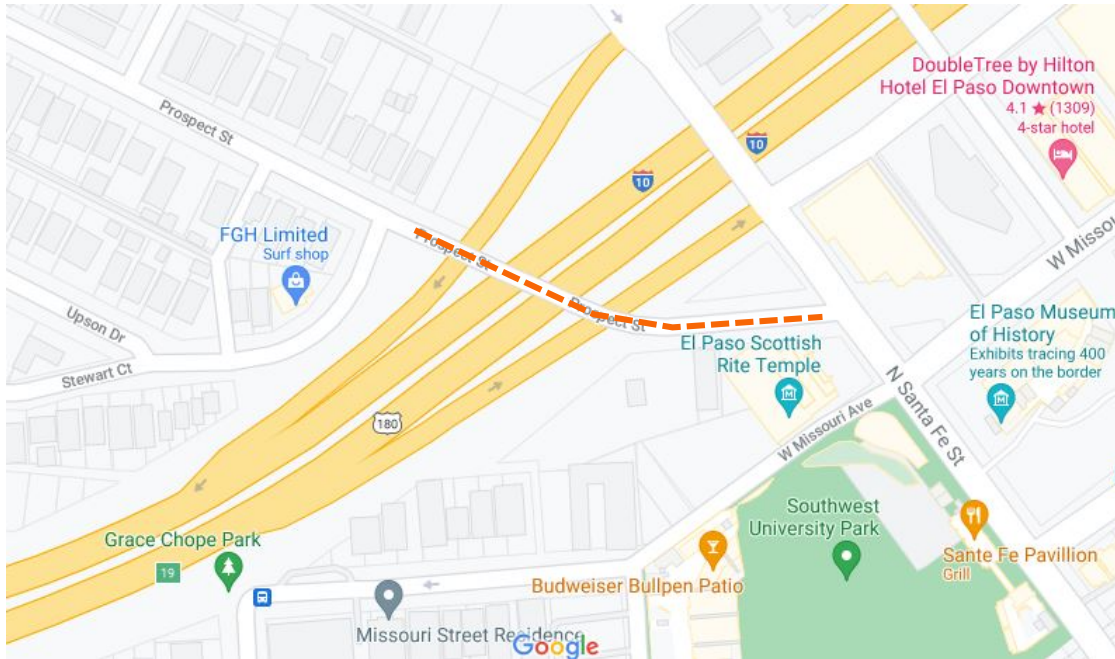


Ped-Way:

Prospect; between Stewart Ct. and Santa Fe St.



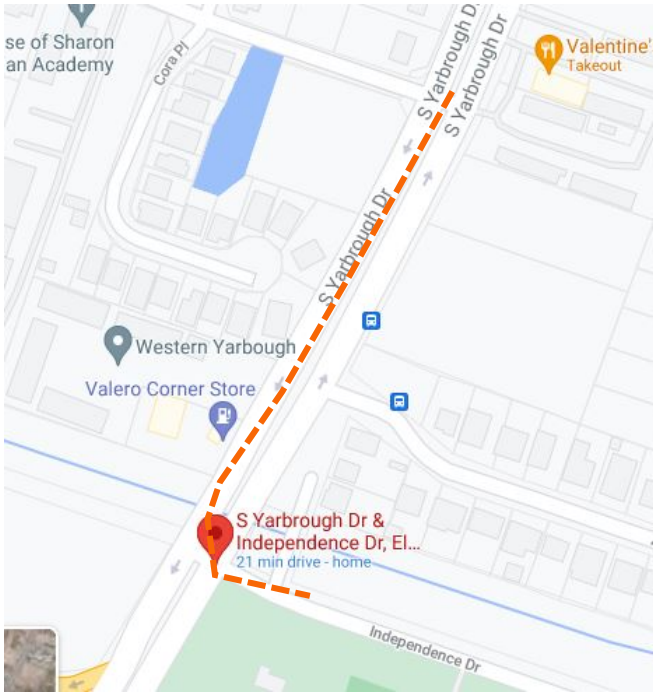
- Existing metered parking lanes temporarily closed to allow for protected Bike lanes on both sides of street.
 - Deployed by Streets and Maintenance on March 26th
 - Permit expired April 26th



Ped-Way:

Yarborough; between Mansfield Ave. and Independence Dr.

- Applicant: American Heart Association for Complete Streets Program. South bound lane closed for protected hike and bike lane, with enhanced crosswalk for connectivity to Playa Drain Trail
 - Deployed by Streets and Maintenance on July 8th
 - Permit expired July 12th



Pre-packaged Online application Process:



- Application through OSS:
 - Free / No permit fee
 - Meet pre-eligibility criteria for TCP template implementation
 - Indemnification waiver and insurance when applicable
 - Templates provided to allow for expedited review time
 - Additional documentation per program use

City of El Paso Homepage

Logged in as: Collections (0) Cart (0) Account Management Logout

Attention: Due to problems when uploading documents, the recommended browser is Internet Explorer 10 or greater.

Search...

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Create an Application Search Applications

Select a Record Type

Choose one of the following available record types. For assistance or to apply for a record type not listed below please contact us.

City Safe Streets

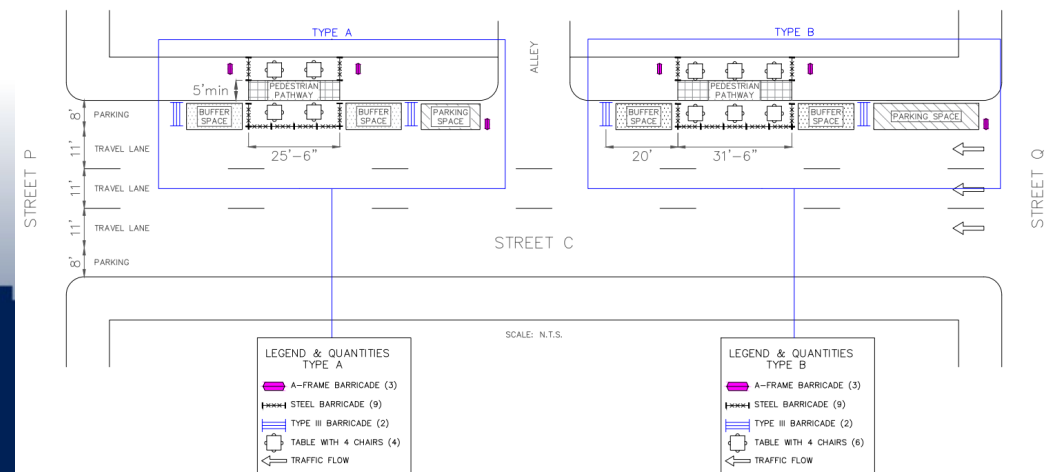
City/Permit/Sun City Safe Streets/NA

Continue Application >



PILOT PROGRAM IN RESPONSE TO COVID19 SAFETY ORDERS

TYPICAL 2 - OUTDOOR DINNING (HALF LANE WITH PARKING)
TYPE A & B





Sun City Safe Program Website:

PLANNING AND INSPECTIONS

PROGRAM GUIDELINES AND ELIGIBILITY DOCUMENTS

- [Program & Design Guidelines](#)
- [Approved Emergency Order](#)
- [Location Eligibility Criteria](#)
- [Traffic Control Plan Templates](#)
- [Program Overview Presentation](#)

[CoEP](#) ► [Home](#) ► [Planning and Inspections](#) ► [Sun City Safe Pilot Program](#)

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[SHARED USE MOBILITY DEVICES](#) [HISTORIC PRESERVATION](#) [CONTACT US](#)

SUN CITY SAFE PILOT PROGRAM

CITY OF EL PASO SUN CITY SAFE PROGRAM

Approved August 31st, 2020

Welcome to the City of El Paso Sun City Safe Pilot Program! The Sun City Safe program is set up under the Pledge to Safety umbrella in the City's emergency COVID19 response and safety orders. It is part of the City's commitment to helping the local community by promoting the safe operations of businesses, as well as providing relief from quarantine stress by offering usable outdoor space for increasing capacity, exercise and commuting space for residents. For the duration of the emergency orders, the pilot program will allow in its different permit types, the use of the Right-Of-Way, or designated off-street parking space, for the use of the community to safely exercise, commute, or patronize local businesses.

PROGRAM OVERVIEW

The Sun City Safe Program offers three main permit types, to fit different models of outdoor use for patrons and residents throughout the City.

The program will allow applicants to obtain a permit to use the Right-Of-Way or the parking lots on their property for safe outdoor use of either extensions of their businesses, or as added exercise, recreational or commuting space. The Permit is at no cost, and the City offers traffic control inventory to set up on the ROW for safe deployment of the different program permit types. Depending on their location, permit types allow for the following:

SAFE STREETS

"Safe Streets" means the occupation of a portion of the public right of way that is currently used as on-street parking and/or automobile traffic that shall be utilized for additional outdoor public space. This space shall be used for the following purposes:



<http://www.elpasotexas.gov/planning-and-inspections/sun-city-safe-pilot-program>



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 #: 22-24, 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

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

Planning and Inspections, Kevin Smith, (915) 212-1566

AGENDA LANGUAGE:

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

An Ordinance amending Title 15 (Public Services), Chapter 15.08 (Street Rentals), Section 15.08.150 (Shared Mobility Devices), to update permit term and renewal requirements.

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

AGENDA DATE: January 4, 2022
PUBLIC HEARING DATE: January 19, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Kevin Smith, (915) 212-1566

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.1 Provide business friendly permitting and inspection process
3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance amending Title 15 (Public Services), Chapter 15.08 (Street Rentals), Section 15.08.150 (Shared Mobility Devices), to update permit term and renewal requirements.

BACKGROUND / DISCUSSION:

On January 8, 2019, City Council approved an ordinance establishing a twelve-month pilot program for the shared use mobility devices. City Council approved extensions of the pilot program to January 31, 2022. This item is a staff recommendation to extend the pilot program an additional year to January 31, 2023.

PRIOR COUNCIL ACTION:

- January 8, 2019 – City Council approved Ordinance 018899 establishing and governing the shared mobility pilot program.
- January 21, 2020 – City Council approved Ordinance 019012 extending pilot program by one year, to January 31, 2021.
- January 19, 2021 – City Council approved Ordinance 019134 extending pilot program by one year, to January 31, 2022.

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. _____

ORDINANCE AMENDING TITLE 15 (PUBLIC SERVICES), CHAPTER 15.08 (STREET RENTALS), SECTION 15.08.150 (SHARED MOBILITY DEVICES), TO UPDATE PERMIT TERM AND RENEWAL REQUIREMENTS. THE PENALTY IS AS PROVIDED IN SECTION 15.08.150 OF THE EL PASO CITY CODE.

WHEREAS, on January 8th, 2019 the City of El Paso adopted Ordinance No. 018899 allowing for the placement of shared mobility devices on the public right of way for a 12 month evaluation period; and

WHEREAS, on January 21st, 2020 the City of El Paso adopted Ordinance No. 019012 extending the evaluation period for an additional 12 month period; and

WHEREAS, on January 19th, 2021 the City of El Paso adopted Ordinance No. 019134 extending the evaluation period for an additional 12 month period; and

WHEREAS, the City Council wishes to extend the evaluation period for an additional 12 months;

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

SECTION 1. Title 15 (Public Services), Chapter 15.08 (Street Rentals), Section 15.08.150 (Shared Mobility Devices), Subsection C, of the El Paso City Code is amended to read as follows:

- C. Permit. A person who wants to place a shared use mobility device on the public right-of-way shall apply for a permit on an application form as required by the director. The director shall issue a permit to a person that complies with requirements of this section and any regulations adopted by the director pursuant to this section. The director shall not issue a permit to a person that does not comply with the requirements of this section or any regulations adopted by the director pursuant to this section. A person is not eligible to apply for a permit for one year following a revocation of a permit under this section. Unless terminated earlier as provided under this section, all permits issued under this section expire January 31, 2023 regardless of the date such permit is issued. No permit shall be issued to a person owing ad valorem taxes to the city or who has defaulted on an agreement with the city within five years preceding the application for a permit under this section. Notwithstanding anything to the contrary, a permit may only be issued to a person who owns the shared use mobility devices for which the permit is requested. All application forms and documents under this section must be executed by the owner of the shared use mobility devices. Nothing in the section prohibits city council from amending this section to change the expiration date of all permits.

SECTION 2. Except as herein amended, all provisions of Title 15 remain in full force and effect.

(Signatures Begin on Following Page)

ADOPTED this _____ day of _____, 2022.


CITY OF EL PASO:

Oscar Leeser, Mayor

ATTEST:

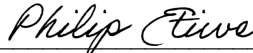
Laura D. Prine, City Clerk

APPROVED AS TO FORM:



Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning and Inspections Department

Title 15.08.150 – Shared Mobility Devices

C. Permit. A person who wants to place a shared use mobility device on the public right-of-way shall apply for a permit on an application form as required by the director. The director shall issue a permit to a person that complies with requirements of this section and any regulations adopted by the director pursuant to this section. The director shall not issue a permit to a person that does not comply with the requirements of this section or any regulations adopted by the director pursuant to this section. A person is not eligible to apply for a permit for one year following a revocation of a permit under this section. Unless terminated earlier as provided under this section, all permits issued under this section expire January 31, ~~2022~~2023 regardless of the date such permit is issued. No permit shall be issued to a person owing ad valorem taxes to the city or who has defaulted on an agreement with the city within five years preceding the application for a permit under this section. Notwithstanding anything to the contrary, a permit may only be issued to a person who owns the shared use mobility devices for which the permit is requested. All application forms and documents under this section must be executed by the owner of the shared use mobility devices. Nothing in the section prohibits city council from amending this section to change the expiration date of all permits.



Legislation Text

File #: 22-29, 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

Animal Services Department, Ramon Herrera, (915) 212-8742

AGENDA LANGUAGE:

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

An Ordinance Amending Title 7 (Animals), Chapter 7.04 (Definitions And Administration), Section 7.04.010 (Definitions) to add Inclement Weather to the Definitions; Chapter 7.08 (Animals Generally), Section 7.08.050 (Standards For Animal Care) to add Inclement Weather Conditions to Unlawful Restraint Of A Dog; Chapter 7.12 (Dogs And Cats), Section 7.12.020 (Registration, Vaccination, and Microchips Required) to allow Veterinarians to exchange or return up to 100, unused, expired from the previous year Tags for current year tags; Chapter 7.15 (Grooming Services), Section 7.15.030 (Groomer License Application) to clarify the Contents of the Groomer's Application; Chapter 7.15, Section 7.15.070 (Denial) to Amend Conviction Timeframe Ineligibility; Chapter 7.15 (Grooming Services), Section 7.15.080 (Groomer License Suspension Or Revocation) to clarify the type of Investigation and Corrective Action Timeframe; Chapter 7.15, Section 7.15.090 (Shop Registration Required) to Clarify the type of Background Check required and allowing documents relevant to Application, Background Check, and Supporting Documents be available for Inspection; Chapter 7.15 (Grooming Services), Section 7.15.100 (Shop Registration Application) to Clarify the Issuance of Shop Registration Requirements; Chapter 7.15, Section 7.15.140 (Denial) to Clarify Denial Reasons for Permit Application; Chapter 7.28 (Animal Shelter Advisory Committee), Section 7.28.050 (Quorum And Procedures) to Amend Department; the Penalty as Provided in Section 7.04.080 of The El Paso City Code.

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

AGENDA DATE: January 4, 2022

PUBLIC HEARING DATE: January 18, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Ramon Herrera, 493-4324

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: No. 8: Nurture and Promote a Healthy, Sustainable Community

SUBGOAL: 8.3: Enhance animal services to ensure El Paso's pets are provided a safe and healthy environment

SUBJECT:

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

AN ORDINANCE AMENDING TITLE 7 (ANIMALS), CHAPTER 7.04 (DEFINITIONS AND ADMINISTRATION), SECTION 7.04.010 (DEFINITIONS) TO ADD INCLEMENT WEATHER TO THE DEFINITIONS; CHAPTER 7.08 (ANIMALS GENERALLY), SECTION 7.08.050 (STANDARDS FOR ANIMAL CARE) TO ADD INCLEMENT WEATHER CONDITIONS TO UNLAWFUL RESTRAINT OF A DOG; CHAPTER 7.12 (DOGS AND CATS), SECTION 7.12.020 (REGISTRATION, VACCINATION, AND MICROCHIPS REQUIRED) TO ALLOW VETERINARIANS TO EXCHANGE OR RETURN UP TO 100, UNUSED, EXPIRED FROM THE PREVIOUS YEAR TAGS FOR CURRENT YEAR TAGS; CHAPTER 7.15 (GROOMING SERVICES), SECTION 7.15.030 (GROOMER LICENSE APPLICATION) TO CLARIFY THE CONTENTS OF THE GROOMER'S APPLICATION; CHAPTER 7.15, SECTION 7.15.070 (DENIAL) TO AMEND CONVICTION TIMEFRAME INELIGIBILITY; CHAPTER 7.15 (GROOMING SERVICES), SECTION 7.15.080 (GROOMER LICENSE SUSPENSION OR REVOCATION) TO CLARIFY THE TYPE OF INVESTIGATION AND CORRECTIVE ACTION TIMEFRAME; CHAPTER 7.15, SECTION 7.15.090 (SHOP REGISTRATION REQUIRED) TO CLARIFY THE TYPE OF BACKGROUND CHECK REQUIRED AND ALLOWING DOCUMENTS RELEVANT TO APPLICATION, BACKGROUND CHECK, AND SUPPORTING DOCUMENTS BE AVAILABLE FOR INSPECTION; CHAPTER 7.15 (GROOMING SERVICES), SECTION 7.15.100 (SHOP REGISTRATION APPLICATION) TO CLARIFY THE ISSUANCE OF SHOP REGISTRATION REQUIREMENTS; CHAPTER 7.15, SECTION 7.15.140 (DENIAL) TO CLARIFY DENIAL REASONS FOR PERMIT APPLICATION; CHAPTER 7.28 (ANIMAL SHELTER ADVISORY COMMITTEE), SECTION 7.28.050 (QUORUM AND PROCEDURES) TO AMEND DEPARTMENT; THE PENALTY AS PROVIDED IN SECTION 7.04.080 OF THE EL PASO CITY CODE

BACKGROUND / DISCUSSION:

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

To amend Title 7 of the El Paso City Code to comply with existing state law, to amend minor typographical errors throughout Title 7 of the El Paso City Code, to adopt rules that align with and advance the City’s no-kill goals and to ensure that Shops providing grooming services and their respective groomers adhere to consistent standards of care.

PRIOR COUNCIL ACTION:

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

N/A

AMOUNT AND SOURCE OF FUNDING:

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

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: El Paso Animal Services

SECONDARY DEPARTMENT:

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

DEPARTMENT HEAD:



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

ORDINANCE _____

AN ORDINANCE AMENDING TITLE 7 (ANIMALS), CHAPTER 7.04 (DEFINITIONS AND ADMINISTRATION), SECTION 7.04.010 (DEFINITIONS) TO ADD INCLEMENT WEATHER TO THE DEFINITIONS; CHAPTER 7.08 (ANIMALS GENERALLY), SECTION 7.08.050 (STANDARDS FOR ANIMAL CARE) TO ADD INCLEMENT WEATHER CONDITIONS TO UNLAWFUL RESTRAINT OF A DOG; CHAPTER 7.12 (DOGS AND CATS), SECTION 7.12.020 (REGISTRATION, VACCINATION, AND MICROCHIPS REQUIRED) TO ALLOW VETERINARIANS TO EXCHANGE OR RETURN UP TO 100, UNUSED, EXPIRED FROM THE PREVIOUS YEAR TAGS FOR CURRENT YEAR TAGS; CHAPTER 7.15 (GROOMING SERVICES), SECTION 7.15.030 (GROOMER LICENSE APPLICATION) TO CLARIFY THE CONTENTS OF THE GROOMER'S APPLICATION; CHAPTER 7.15, SECTION 7.15.070 (DENIAL) TO AMEND CONVICTION TIMEFRAME INELIGIBILITY; CHAPTER 7.15 (GROOMING SERVICES), SECTION 7.15.080 (GROOMER LICENSE SUSPENSION OR REVOCATION) TO CLARIFY THE TYPE OF INVESTIGATION AND CORRECTIVE ACTION TIMEFRAME; CHAPTER 7.15, SECTION 7.15.090 (SHOP REGISTRATION REQUIRED) TO CLARIFY THE TYPE OF BACKGROUND CHECK REQUIRED AND ALLOWING DOCUMENTS RELEVANT TO APPLICATION, BACKGROUND CHECK, AND SUPPORTING DOCUMENTS BE AVAILABLE FOR INSPECTION; CHAPTER 7.15 (GROOMING SERVICES), SECTION 7.15.100 (SHOP REGISTRATION APPLICATION) TO CLARIFY THE ISSUANCE OF SHOP REGISTRATION REQUIREMENTS; CHAPTER 7.15, SECTION 7.15.140 (DENIAL) TO CLARIFY DENIAL REASONS FOR PERMIT APPLICATION; CHAPTER 7.28 (ANIMAL SHELTER ADVISORY COMMITTEE), SECTION 7.28.050 (QUORUM AND PROCEDURES) TO AMEND DEPARTMENT; THE PENALTY AS PROVIDED IN SECTION 7.04.080 OF THE EL PASO CITY CODE

WHEREAS, the City of El Paso desires to amend Title 7 of the El Paso City Code to comply with existing state law; and

WHEREAS, the City of El Paso wishes to amend minor typographical errors throughout Title 7 of the El Paso City Code; and

WHEREAS, the City of El Paso desires to adopt rules that align with and advance the City's no-kill goals; and

WHEREAS, City Council wishes to ensure that Shops providing grooming services and their respective groomers adhere to consistent standards of care.

ORDINANCE NO. _____

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

Section 1. That Title 7 (Animals), Chapter 7.04.010 (Definitions) be amended to add the definition of “inclement weather” as subsection X. as follows, and to renumber all subsequent definitions:

7.04.010 - Definitions.

X. “Inclement weather” includes rain, hail, sleet, snow, high winds, extreme low temperatures, or extreme high temperatures.

Section 2. That Title 7 (Animals), Chapter 7.08 (Animals Generally) Section 7.08.050 (Standards for animal care), Subsection H.1. be amended to read as follows:

H.1.c. In the case of inclement weather or extreme weather conditions, including conditions in which:

- i. The actual or effective outdoor temperature is below thirty-two degrees Fahrenheit;
- ii. A heat advisory has been issued by the National Weather Service, or a local or state authority, including the City of El Paso; or
- iii. A tornado warning has been issued for the City or County of El Paso by the National Weather Service.

Section 3. That Title 7 (Animals), Chapter 7.12 (Dogs and Cats), Section 7.12.020 (Registration, vaccination, and microchip required), Subsection 7.12.020.B. be amended as follows:

7.12.020 - Registration, vaccination, and microchips required.

B. Upon application by a veterinarian, the program shall furnish the veterinarian with a supply of microchips and pre-numbered registration certificates and corresponding tags. The veterinarian shall be authorized to receive applications and issue registration certificates and tags for animals that are currently vaccinated and microchipped. Copies of all certificates issued shall be distributed and transmitted to various city agencies in accordance with arrangements made by the program with the veterinarians, provided that no information shall be released in violation of Texas Health and Safety Code Section 826.0211. When applying for additional microchips, certificates and tags the veterinarian shall account to the program for all those previously supplied to him, and shall remit to the

program all fees collected. A veterinarian may exchange or return up to 100, unused, expired from the previous year tags for current year tags annually. This section does not apply to lost tags. He shall be held financially responsible for any microchips, certificates and tags no longer in his possession that have not been issued or voided and returned to the program. The program may refuse to supply additional microchips, certificates and tags to any veterinarian who fails to account for all items previously furnished to him by the program. All fees collected by any veterinarian are payable to the city upon demand.

Section 4. That Title 7 (Animals), Chapter 7.15 (Grooming Services), Section 7.15.030 (Groomer license application), Subsections 7.15.030.B.3., and 7.15.030.B.4., and 7.15.030B.5. be amended to read as follows:

7.15.030 - Groomer license application.

- B. 3. Proof of identification of groomer, in the form of a valid government-issued photographic identification;
- 4. A copy of the individual's animal groomer certificate and pet CPR certificate;
- 5. A sworn statement that the groomer is not under criminal investigation for, does not have pending criminal charges or a conviction for animal cruelty or a similar offense (e.g., battery, assault, domestic violence, any crime of a violent nature) in Texas or any other jurisdiction in the past seven years;

Section 5. That Title 7 (Animals), Chapter 7.15 (Grooming Services), Section 7.15.070 (Denial), Subsection 7.15.070.A.2.f. be amended to read as follows:

7.15.070 - Denial.

- A. 2. The permit official finds any of the following:
 - f. That the applicant has been convicted of animal cruelty or a similar offense (e.g., battery, assault, domestic violence, any crime of a violent nature) in Texas or any other jurisdiction in the past seven years;

Section 6. That Title 7 (Animals), Chapter 7.15 (Grooming Services), Section 7.15.080 (Groomer license suspension or revocation), Subsections 7.15.080.A.1. and 7.15.080.A.2., Subsections 7.15.080.C.4. and 7.15.080.C.6., Subsections 7.15.080.E.3. and 7.15.080.E.4., Subsection 7.15.080.G.7. be amended to read as follows:

7.15.080 - Groomer license suspension or revocation.

- A. 1. The license holder is under investigation or has pending criminal charges for violating a provision of this chapter or a rule adopted under this chapter;
- 2. The license holder is under investigation or has pending criminal charges for having been intoxicated or under the influence of a mind-altering substance while providing grooming services;
- C. 4. Ten calendar day time limit for the completion of the corrective measures;
- 6. Require the groomer license be surrendered in-person or by certified mail to the director within seven calendar days of receipt of notice of suspension.
- E. 3. The license holder is found to be violating a provision of this chapter or a rule adopted under this chapter;
- 4. The license holder is found to have been intoxicated or under the influence of a mind altering substance while providing grooming services;
- G. 7. Order that the groomer license be surrendered in-person or by certified mail to the director at Animal Services within seven calendar days of receipt of notice of suspension or revocation;

Section 7. That Title 7 (Animals), Chapter 7.15 (Grooming Services), Section 7.15.090 (Shop registration required), Subsections 7.15.090.D.2. and 7.15.090.D.3. be amended and adding Subsection 7.15.090.M., to read as follows:

7.15.090 - Shop registration required.

- D. 2. The shop must perform a mandatory state-wide criminal background check on any groomer employed by or allowed to use the shop;
- 3. Any groomer with a conviction for animal cruelty or any similar violation (e.g., battery, assault, domestic violence, any crime of a violent nature) within the previous seven years must not be employed by or allowed use of the shop;
- M. All documents relevant to each groomer's application, criminal background check, and supporting documents shall be available on site for inspection.

Section 8. That Title 7 (Animals), Chapter 7.15 (Grooming Services), Section 7.15.100 (Shop registration application), Subsection 7.15.100.A.5. be amended to read as follows:

7.15.100 - Shop registration application.

- A. 5. Copies of all groomers' current animal grooming licenses issued by the department; shops will not be issued shop registration without licensed groomers;

Section 9. That Title 7 (Animals), Chapter 7.08 (Animals Generally), Section 7.15.140 (Denial), to add Subsection 7.15.140.A.2.d. to read as follows:

7.15.140 - Denial.

- A. 2. The permit official finds any of the following:
- c. That the applicant has failed to pay the application fee; or
 - d. That the applicant does not have any licensed groomers employed to operate.

Section 10. That Title 7 (Animals), Chapter 7.28 (Animal Shelter Advisory Committee), Section 7.28.050 (Quorum and procedures), Subsection B., be amended to read as follows:

7.28.050 - Quorum and procedures.

- B. The city shall provide support to the ASAC for the purpose of scheduling and giving notice of the meetings, the preparation of minutes of each meeting, and the provision of other reasonable support services. The city's director of the Department of Animal Services shall designate a city employee to serve as the secretary. The secretary shall have the right to attend meetings and speak on questions before the ASAC, but shall have no vote and shall not be counted for the purpose of making a quorum or determining the number

Section 11. Title 7 (Animals) amendments shall take effect February 1, 2022.

Section 12. Except as expressly herein amended, Title 7 (Animals), of the El Paso City Code shall remain in full force and effect.

ADOPTED this _____ day of _____, 2022.


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:



Ramon Herrera, Director
Department of Animal Services

ORDINANCE _____

AN ORDINANCE AMENDING TITLE 7 (ANIMALS), CHAPTER 7.04 (DEFINITIONS AND ADMINISTRATION), SECTION 7.04.010 (DEFINITIONS) TO ADD INCLEMENT WEATHER TO THE DEFINITIONS; CHAPTER 7.08 (ANIMALS GENERALLY), SECTION 7.08.050 (STANDARDS FOR ANIMAL CARE) TO ADD INCLEMENT WEATHER CONDITIONS TO UNLAWFUL RESTRAINT OF A DOG; CHAPTER 7.12 (DOGS AND CATS), SECTION 7.12.020 (REGISTRATION, VACCINATION, AND MICROCHIPS REQUIRED) TO ALLOW VETERINARIANS TO EXCHANGE OR RETURN UP TO 100, UNUSED, EXPIRED FROM THE PREVIOUS YEAR TAGS FOR CURRENT YEAR TAGS; CHAPTER 7.15 (GROOMING SERVICES), SECTION 7.15.030 (GROOMER LICENSE APPLICATION) TO CLARIFY THE CONTENTS OF THE GROOMER'S APPLICATION; CHAPTER 7.15, SECTION 7.15.070 (DENIAL) TO AMEND CONVICTION TIMEFRAME INELIGIBILITY; CHAPTER 7.15 (GROOMING SERVICES), SECTION 7.15.080 (GROOMER LICENSE SUSPENSION OR REVOCATION) TO CLARIFY THE TYPE OF INVESTIGATION AND CORRECTIVE ACTION TIMEFRAME; CHAPTER 7.15, SECTION 7.15.090 (SHOP REGISTRATION REQUIRED) TO CLARIFY THE TYPE OF BACKGROUND CHECK REQUIRED AND ALLOWING DOCUMENTS RELEVANT TO APPLICATION, BACKGROUND CHECK, AND SUPPORTING DOCUMENTS BE AVAILABLE FOR INSPECTION; CHAPTER 7.15 (GROOMING SERVICES), SECTION 7.15.100 (SHOP REGISTRATION APPLICATION) TO CLARIFY THE ISSUANCE OF SHOP REGISTRATION REQUIREMENTS; CHAPTER 7.15, SECTION 7.15.140 (DENIAL) TO CLARIFY DENIAL REASONS FOR PERMIT APPLICATION; CHAPTER 7.28 (ANIMAL SHELTER ADVISORY COMMITTEE), SECTION 7.28.050 (QUORUM AND PROCEDURES) TO AMEND DEPARTMENT; THE PENALTY AS PROVIDED IN SECTION 7.04.080 OF THE EL PASO CITY CODE

WHEREAS, the City of El Paso desires to amend Title 7 of the El Paso City Code to comply with existing state law; and

WHEREAS, the City of El Paso wishes to amend minor typographical errors throughout Title 7 of the El Paso City Code; and

WHEREAS, the City of El Paso desires to adopt rules that align with and advance the City's no-kill goals; and

WHEREAS, City Council wishes to ensure that Shops providing grooming services and their respective groomers adhere to consistent standards of care.

ORDINANCE NO. _____

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

Section 1. That Title 7 (Animals), Chapter 7.04.010 (Definitions) be amended to add the definition of “inclement weather” as subsection X. as follows, and to renumber all subsequent definitions:

7.04.010 - Definitions.

X. “Inclement weather” includes rain, hail, sleet, snow, high winds, extreme low temperatures, or extreme high temperatures.

Section 2. That Title 7 (Animals), Chapter 7.08 (Animals Generally) Section 7.08.050 (Standards for animal care), Subsection H.1.c. be amended to read as follows:

H.1. c. In the case of inclement weather or extreme weather conditions, including conditions in which:

- i. The actual or effective outdoor temperature is below thirty-two degrees Fahrenheit;
- ii. A heat advisory has been issued by the National Weather Service, or a local or state authority, including the City of El Paso; or
- iii. A tornado warning has been issued for the City or County of El Paso by the National Weather Service.

Section 3. That Title 7 (Animals), Chapter 7.12 (Dogs and Cats), Section 7.12.020 (Registration, vaccination, and microchip required) Subsection 7.12.020.B. be amended as follows:

7.12.020 - Registration, vaccination, and microchips required.

B. Upon application by a veterinarian, the program shall furnish the veterinarian with a supply of microchips and pre-numbered registration certificates and corresponding tags. The veterinarian shall be authorized to receive applications and issue registration certificates and tags for animals that are currently vaccinated and microchipped. Copies of all certificates issued shall be distributed and transmitted to various city agencies in accordance with arrangements made by the program with the veterinarians, provided that no information shall be released in violation of Texas Health and Safety Code Section 826.0211. When applying for additional microchips, certificates and tags the veterinarian shall account to the program for all those previously supplied to him, and shall remit to the program all fees collected. A

veterinarian may exchange or return up to 100, unused, expired from the previous year tags for current year tags annually. This section does not apply to lost tags. He shall be held financially responsible for any microchips, certificates and tags no longer in his possession that have not been issued or voided and returned to the program. The program may refuse to supply additional microchips, certificates and tags to any veterinarian who fails to account for all items previously furnished to him by the program. All fees collected by any veterinarian are payable to the city upon demand.

Section 4. That Title 7 (Animals), Chapter 7.15 (Grooming Services), Section 7.15.030 (Groomer license application), Subsections 7.15.030.B.3., and 7.15.030.B.4., and 7.15.030B.5. be amended to read as follows:

7.15.030 - Groomer license application.

- B. 3. Proof of identification of groomer, in the form of a valid government-issued photographic identification;
- 4. A copy of the individual's animal groomer certificate and pet CPR certificate;
- 5. A sworn statement that the groomer is not under criminal investigation for, does not have pending criminal charges or a conviction for animal cruelty or a similar offense (e.g., battery, assault, domestic violence, any crime of a violent nature) in Texas or any other jurisdiction in the past ~~ten~~-seven years;

Section 5. That Title 7 (Animals), Chapter 7.15 (Grooming Services), Section 7.15.070 (Denial), Subsection 7.15.070.A.2.f. be amended to read as follows:

7.15.070 - Denial.

- A. 2. The permit official finds any of the following:
 - f. That the applicant has been convicted of animal cruelty or a similar offense (e.g., battery, assault, domestic violence, any crime of a violent nature) in Texas or any other jurisdiction in the past ~~ten~~-seven years;

Section 6. That Title 7 (Animals), Chapter 7.15 (Grooming Services), Section 7.15.080 (Groomer license suspension or revocation), Subsections 7.15.080.A.1. and 7.15.080.A.2., Subsections 7.15.080.C.4. and 7.15.080.C.6., Subsections 7.15.080.E.3. and 7.15.080.E.4., Subsection 7.15.080.G.7. be amended to read as follows:

7.15.080 - Groomer license suspension or revocation.

- A. 1. The license holder is under ~~criminal~~ investigation or has pending criminal charges for violating a provision of this chapter or a rule adopted under this chapter;
- 2. The license holder is under ~~criminal~~ investigation or has pending criminal charges for having been intoxicated or under the influence of a mind-altering substance while providing grooming services;
- C. 4. ~~Ten calendar day Reasonable~~ time limit for the completion of the corrective measures;
- 6. Require the groomer license be surrendered in-person or by certified mail to the director within seven calendar days of receipt of notice of suspension. ~~For the purpose of this provision, notice is considered received upon the department's mailing the notice via regular mail to the address listed in the groomer's license application.~~
- E. 3. The license holder is ~~convicted of~~ found to be violating a provision of this chapter or a rule adopted under this chapter.;
- 4. The license holder is ~~convicted of having been found to have been~~ intoxicated or under the influence of a mind altering substance while providing grooming services;
- G. 7. Order that the groomer license be surrendered in-person or by certified mail to the director at ~~A~~animal ~~S~~services within seven calendar days of receipt of notice of suspension or revocation;

Section 7. That Title 7 (Animals), Chapter 7.15 (Grooming Services), Section 7.15.090 (Shop registration required), Subsections 7.15.090.D.2. and 7.15.090.D.3. be amended and adding Subsection 7.15.090.M., to read as follows:

7.15.090 - Shop registration required.

- D. 2. The shop must perform a mandatory state-wide criminal background check on any groomer employed by or allowed to use the shop;
- 3. Any groomer with a conviction for animal cruelty or any similar violation (e.g., battery, assault, domestic violence, any crime of a violent nature) within the previous ~~ten~~seven years must not be employed by or allowed use of the shop;
- M. All documents relevant to each groomer's application, criminal background check, and supporting documents shall be available on site for inspection.

Section 8. That Title 7 (Animals), Chapter 7.15 (Grooming Services), Section 7.15.100 (Shop registration application), Subsection 7.15.100.A.5. be amended to read as follows:

7.15.100 - Shop registration application.

- A. 5. Copies of **all** groomers' current animal grooming licenses issued by the department; **shops will not be issued shop registration without licensed groomers;**

Section 9. That Title 7 (Animals), Chapter 7.08 (Animals Generally), Section 7.15.140 (Denial), to add Subsection 7.15.140.A.2.d. to read as follows:

7.15.140 - Denial.

- A. 2. The permit official finds any of the following:
- c. That the applicant has failed to pay the application fee; or
 - d. That the applicant does not have any licensed groomers employed to operate.

Section 10. That Title 7 (Animals), Chapter 7.28 (Animal Shelter Advisory Committee), Section 7.28.050 (Quorum and procedures), Subsection B., be amended to read as follows:

7.28.050 - Quorum and procedures.

- B. The city shall provide support to the ASAC for the purpose of scheduling and giving notice of the meetings, the preparation of minutes of each meeting, and the provision of other reasonable support services. The city's director of the ~~dDepartment of environmental services~~ **Animal Services** shall designate a city employee to serve as the secretary. The secretary shall have the right to attend meetings and speak on questions before the ASAC, but shall have no vote and shall not be counted for the purpose of making a quorum or determining the number

Section 11. Title 7 (Animals) amendments shall take **effect February 1, 2022.**

Section 12. Except as expressly herein amended, Title 7 (Animals), of the El Paso City Code shall remain in full force and effect.

ADOPTED this _____ day of _____, 2021.

CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Eric Gutierrez
Assistant City Attorney

Ramon Herrera, Director
Department of Animal Services

ORDINANCE NO. _____

Title 7 Amendments



Amendments Address:

- Allows veterinary clinic partners to exchange/return unused registration tags
- Clarifies definitions Grooming Ordinance
- Align with recently passed new Special State Session bill on Unlawful Restraint
- General language clean up



Customer Service Driven Amendment

7.12.020. - Registration, vaccination, and microchips required.

Sec B.... **A veterinarian may exchange or return up to 100 unused, expired from the previous year tags for current year tags annually. This section does not apply to lost tags.**

Grooming Ordinance Clarifications

7.15.030 - Groomer license application.

B .An individual seeking to perform animal grooming must submit a signed, verified application annually, with the appropriate application fee(s), to the permit official. Applications shall be on forms obtained from the permit official and must contain, at a minimum, the following true and correct information and documentation:

3. Proof of identification of groomer, in the form of a **valid** government-issued photographic identification;
4. A copy of the individual's animal groomer certificate **and pet CPR certificate**;
5. A sworn statement that the groomer is not under criminal investigation for, does not have pending criminal charges or a conviction for animal cruelty or a similar offense (e.g., battery, assault, domestic violence, any crime of a violent nature) in Texas or any other jurisdiction in the past ~~ten~~ **seven** years;

Grooming Ordinance Clarifications

7.15.070 - Denial.

- A. 2. The permit official finds any of the following:
- f. That the applicant has been convicted of animal cruelty or a similar offense (e.g., battery, assault, domestic violence, any crime of a violent nature) in Texas or any other jurisdiction in the past ~~ten~~ **seven** years;

7.15.080 - Groomer license suspension or revocation.

- A. 1. The license holder is under ~~criminal~~ investigation or has pending criminal charges for violating a provision of this chapter or a rule adopted under this chapter;
2. The license holder is under ~~criminal~~ investigation or has pending criminal charges for having been intoxicated or under the influence of a mind-altering substance while providing grooming services;
- C. 4. **Ten calendar day** ~~Reasonable~~ time limit for the completion of the corrective measures;
6. Require the groomer license be surrendered in-person or by certified mail to the director within seven ~~calendar~~ days of receipt of notice of suspension;
- E. 3. The license **holder** is ~~convicted of~~ **found to be** violating a provision of this chapter or a rule adopted under this chapter.;
4. The license holder is ~~convicted of having been~~ **found to have been** intoxicated or under the influence of a mind altering substance while providing grooming services;

Grooming Ordinance Clarifications

7.15.090 - Shop registration required.

- D. 2. The shop must perform a mandatory **state-wide criminal** background check on any groomer employed by or allowed to use the shop;
3. Any groomer with a conviction for animal cruelty or any similar violation (e.g., battery, assault, domestic violence, any crime of a violent nature) within the previous ~~ten~~ **seven** years must not be employed by or allowed use of the shop;

M. All documents relevant to the groomer's application, criminal background check, and supporting documents shall be available on site for inspection.

7.15.100 - Shop registration application.

- A. 5. Copy of **all** groomers' current animal grooming licenses issued by the department; **shops will not be issued shop registration without licensed groomers;**

7.15.140 - Denial.

- A. 2. The permit official finds any of the following:
- d. That the applicant does not have any licensed groomers employed to operate.**

Unlawful Restraint

Changes made as a result of Unlawful Restraint bill signed in October by Gov. Abbott.

- Amendments will update our ordinance definitions to match new State legislation

7.04.010 - Definitions.

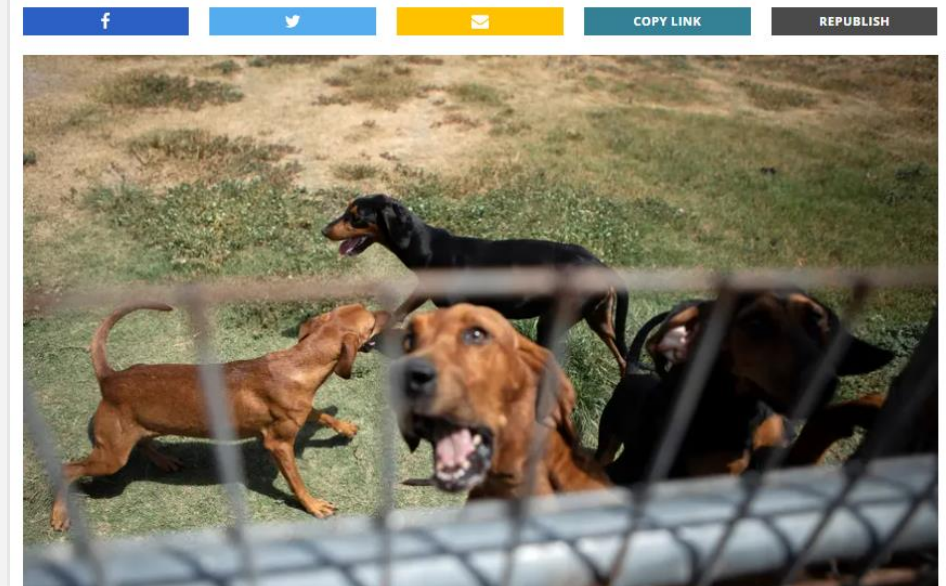
X. "Inclement weather" includes rain, hail, sleet, snow, high winds, extreme low temperatures, or extreme high temperatures.

TEXAS LEGISLATURE 2021

Gov. Greg Abbott signs dog tethering bill after vetoing similar proposal over the summer

Abbott criticized an earlier proposal as "micro-managing." But advocates say the differences between the original bill and the new law won't affect its impact.

BY JAMES POLLARD OCT. 25, 2021 4 PM CENTRAL



Questions





Legislation Text

File #: 22-04, 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

Streets and Maintenance, Richard Bristol, (915) 212-7000

Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-1218

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 2022-0156 Motor Oil, Antifreeze, Lubricants, Transmission and Hydraulic Oils & Fluids to MJ Mader Enterprises, Inc. dba Bio Dyne Chemical Co. for a one (1) year initial term estimated amount of \$672,796.50. The award also includes a one (1) year option for an estimated amount of \$672,796.50. The total value of the contract is, including the initial term plus the option for a total of two (2) years, for an estimated amount of \$1,345,593.00. This contract will allow for the continual maintenance and upkeep of City owned vehicles for consistent, safe and efficient operation while maintaining maximum reliability.

Contract Variance:

The difference in price, based on comparison to the previous contract is as follows: An increase of \$329,703.70 for the initial term, which represents a 96.10% increase due to price increases and the additional items.

Department:	Streets and Maintenance
Vendor:	MJ Mader Enterprises, Inc. dba Bio Dyne Chemical Co. El Paso, TX
Item(s):	All Groups
Initial Term:	1 year
Option to Extend:	1 year
Initial Term Estimated Award:	\$ 672,796.50 (1 year)
Total Estimated Award:	\$1,345,593.00 (2 years)
Account No.:	532 - 3600 - 531240 - 37020 - P3701
Funding Source:	Internal Service Fund

District(s): All

This is a Low Bid, unit price contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to MJ Mader Enterprises, Inc. dba Bio Dyne Chemical Co., the lowest responsive, responsible bidder and that C&R Distributing LLC be deemed non-responsive for not providing the manufacturer information within the bid; and L.A. Professional Services, Inc. dba TEXSTAR be deemed non-responsive for not bidding on all the items for Group A and Senergy Petroleum, LLC be deemed non-responsive for not bidding on all the items for Group B.

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: January 4, 2022
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER:
Richard J. Bristol, Streets and 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:
Discussion and award of solicitation 2022-0156 Motor Oil, Antifreeze, Lubricants, Transmission and Hydraulic Oils & Fluids to MJ Mader Enterprises, Inc. dba Bio Dyne Chemical Co. for a one (1) year initial term estimated amount of \$672,796.50. The award also includes a one (1) year option for an estimated amount of \$672,796.50. The total value of the contract is, including the initial term plus the option for a total of two (2) years, for an estimated amount of \$1,345,593.00.

BACKGROUND / DISCUSSION:
This contract will allow for the continual maintenance and upkeep of City owned vehicles for consistent, safe and efficient operation while maintaining maximum reliability.

SELECTION SUMMARY:
Solicitation was advertised on October 12, 2021 and October 19, 2021. The solicitation was posted on City website on October 12, 2021. The email (Purmail) notification was sent out on October 14, 2021. There were a total of thirty-eight (38) viewers online; four (4) bids were received; two (2) from local suppliers.

CONTRACT VARIANCE:
The difference in price, based on comparison to the previous contract is as follows: An increase of \$329,703.70 for the initial term, which represents a 96.10% increase due to price increases and the additional items.

PROTEST
No protest received for this requirement.

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
Amount: \$672,796.50
Funding Source: Internal Fleet Service Fund
Account: 532-3600-531240-37020-P3701

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Streets and Maintenance Department

SECONDARY DEPARTMENT: Purchasing & Strategic Sourcing

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

DEPARTMENT HEAD:

Richard J. Bristol – Streets and Maintenance Director

11-30-21

**COUNCIL PROJECT FORM
(LOW BID)**

*******POSTING LANGUAGE BELOW*******

Please place the following item on the **REGULAR** agenda for the Council Meeting of **January 4, 2022**.

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 award of solicitation 2022-0156 Motor Oil, Antifreeze, Lubricants, Transmission and Hydraulic Oils & Fluids to MJ Mader Enterprises, Inc. dba Bio Dyne Chemical Co. for a one (1) year initial term estimated amount of \$672,796.50. The award also includes a one (1) year option for an estimated amount of \$672,796.50. The total value of the contract is, including the initial term plus the option for a total of two (2) years, for an estimated amount of \$1,345,593.00. This contract will allow for the continual maintenance and upkeep of City owned vehicles for consistent, safe and efficient operation while maintaining maximum reliability.

Contract Variance:

The difference in price, based on comparison to the previous contract is as follows: An increase of \$329,703.70 for the initial term, which represents a 96.10% increase due to price increases and the additional items.

Department:	Streets and Maintenance
Vendor:	MJ Mader Enterprises, Inc. dba Bio Dyne Chemical Co. El Paso, TX
Item(s):	All Groups
Initial Term:	1 year
Option to Extend:	1 year
Initial Term Estimated Award:	\$ 672,796.50 (1 year)
Total Estimated Award:	\$1,345,593.00 (2 years)
Account No.:	532 – 3600 – 531240 – 37020 – P3701
Funding Source:	Internal Service Fund
District(s):	All

This is a Low Bid, unit price contract.

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to MJ Mader Enterprises, Inc. dba Bio Dyne Chemical Co., the lowest responsive, responsible bidder and that C&R Distributing LLC be deemed non-responsive for not providing the manufacturer information within the bid; and L.A. Professional Services, Inc. dba TEXSTAR be deemed non-responsive for not bidding on all the items for Group A and Senergy Petroleum, LLC be deemed non-responsive for not bidding on all the items for Group B.

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

*******ADDITIONAL INFO BELOW*******

Bid Tab Summary

2022-0156 Motor Oil, Antifreeze, Lubricants, Transmission and Hydraulic Oils and Fluids

	Supplier	Group A	Group B
1	C&R Distributing, LLC	\$ 266,762.75	\$ 300,119.20
2	L.A. Professional Services dba TEXSTAR	Left blank	\$ 3,178,350.00
3	MJ Mader Enterprises, Inc. dba Bio Dyne Chemical Co.	\$ 314,320.00	\$ 358,476.50
4	Senenergy Petroleum, LLC	\$ 333,425.75	\$ 367,707.00



CITY OF EL PASO BID TABULATION



PROJECT NAME: Motor Oil, Antifreeze, Lubricants, Transmission and Hydraulic Oils & Fluids
BID OPENING DATE: November 10, 2021

BID NO: 2022-0156

DEPARTMENT: Streets & Maintenance

				C&R Distributing, LLC El Paso, TX Bidder 1 of 4			L.A. Professional Services, Inc. dba TEXSTAR Kyle, TX Bidder 2 of 4		
GROUP A – ANTIFREEZE, MOTOR OIL & LUBRICANTS									
ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY (A)	MANUFACTURER / BRAND PRODUCT #	UNIT PRICE (B)	ANNUAL TOTAL (C)	MANUFACTURER / BRAND PRODUCT #	UNIT PRICE (B)	ANNUAL TOTAL (C)
1.	Premix 50/50 Antifreeze Yellow	55 gl	2,200	Left Blank	\$4.37	\$9,614.00 Bidder's Total \$748.00	n/a - not a product we carry	Left Blank	Left Blank
2.	Premix 50/50 Antifreeze Red / Extended Life	55 gl	2,200	Left Blank	\$4.67	\$10,274.00	n/a - not a product we carry	Left Blank	Left Blank
3.	15w-40 CK-4 Diesel Conventional Motor Oil	Bulk gl	15,000	Left Blank	\$7.69	\$115,350.00	n/a - not a product we carry	Left Blank	Left Blank
4.	15w-40 Low Ash Natural Gas Motor Oil	55 gl	1,100	Left Blank	\$12.95	\$14,245.00	n/a - not a product we carry	Left Blank	Left Blank
5.	SAE 5w-20 Conventional Motor Oil	55 gl	4,300	Left Blank	\$6.24	\$26,832.00	n/a - not a product we carry	Left Blank	Left Blank
6.	SAE 5w-30 Conventional Motor Oil	55 gl	4,000	Left Blank	\$6.24	\$24,960.00	n/a - not a product we carry	Left Blank	Left Blank

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

Approved: _____ /s/

Date: _____ 11/17/21

2022-0156 Motor Oil, Lubricants, Transmission and Hydraulic Oils and Fluids

1



**CITY OF EL PASO
BID TABULATION**



PROJECT NAME: Motor Oil, Antifreeze, Lubricants, Transmission and Hydraulic Oils & Fluids
BID OPENING DATE: November 10, 2021

BID NO: 2022-0156
DEPARTMENT: Streets & Maintenance

				C&R Distributing, LLC El Paso, TX Bidder 1 of 4			L.A. Professional Services, Inc. dba TEXSTAR Kyle, TX Bidder 2 of 4		
GROUP A – ANTIFREEZE, MOTOR OIL & LUBRICANTS									
ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY (A)	MANUFACTURER / BRAND PRODUCT #	UNIT PRICE (B)	ANNUAL TOTAL (C)	MANUFACTURER / BRAND PRODUCT #	UNIT PRICE (B)	ANNUAL TOTAL (C)
7.	SAE 5w-20 Synthetic Blend Motor Oil	55 gl	4,000	Left Blank	\$6.24	\$24,960.00	n/a - not a product we carry	Left Blank	Left Blank
8.	SAE 5w-30 Synthetic Blend Motor Oil	55 gl	4,000	Left Blank	\$6.24	\$24,960.00	n/a - not a product we carry	Left Blank	Left Blank
9.	SAE 80w-140 Synthetic Gear Oil	55 gl	825	Left Blank	\$18.87	\$15,567.75	n/a - not a product we carry	Left Blank	Left Blank
TOTAL GROUP A: (Items 1 – 9)						\$266,762.75			Left Blank

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

Approved: _____ /s/

Date: 11/17/21 _____

2022-0156 Motor Oil, Lubricants, Transmission and Hydraulic Oils and Fluids



**CITY OF EL PASO
BID TABULATION**



PROJECT NAME: Motor Oil, Antifreeze, Lubricants, Transmission and Hydraulic Oils & Fluids
BID OPENING DATE: November 10, 2021

BID NO: 2022-0156
DEPARTMENT: Streets & Maintenance

				C&R Distributing, LLC El Paso, TX Bidder 1 of 4			L.A. Professional Services, Inc. dba TEXSTAR Kyle, TX Bidder 2 of 4		
GROUP B – TRANSMISSION AND HYDRAULIC OILS, FLUIDS, GREASE, DEF & SAMPLE KITS									
ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY (A)	MANUFACTURER / BRAND PRODUCT #	UNIT PRICE (B)	ANNUAL TOTAL (C)	MANUFACTURER / BRAND PRODUCT #	UNIT PRICE (B)	ANNUAL TOTAL (C)
1.	Transynd Oil/ to meet TES 295 & TES 296	55 gl	1,400	Left Blank	\$41.36	\$57,904.00	n/a - not a product we carry	Left Blank	Left Blank
2.	LV Multi-Vehicle Full Synthetic ATF	55 gl	1,110	Left Blank	\$10.59	\$11,754.90	Wynn Oil Co. Wynn's A5302	\$1,225.00	\$1,359,750.00
3.	Multi-Vehicle Synthetic Blend ATF	55 gl	1,400	Left Blank	\$10.59	\$14,826.00	Wynn Oil Co. Wynn's A5402	\$1,299.00	\$1,818,600.00
4.	Hydraulic Oil Grade ISO 46	Bulk gl	12,000	Left Blank	\$5.73	\$68,760.00	n/a - not a product we carry	Left Blank	Left Blank
5.	CITGO HYTHERM OIL 46 Heat Transfer Oil	55 gl	330	Left Blank	\$9.27	\$3,059.10	n/a - not a product we carry	Left Blank	Left Blank
6.	UCON 500 Heat Transfer Oil	55 gl	440	Left Blank	\$63.43	\$27,909.20	n/a - not a product we carry	Left Blank	Left Blank
7.	CP Non-Conductive Hydraulic Fluid ISO-22	55 gl	220	Left Blank	\$7.75	\$1,705.00	n/a - not a product we carry	Left Blank	Left Blank

Approved: _____ /s/

Date: 11/17/21 _____

2022-0156 Motor Oil, Lubricants, Transmission and Hydraulic Oils and Fluids



CITY OF EL PASO BID TABULATION



PROJECT NAME: Motor Oil, Antifreeze, Lubricants, Transmission and Hydraulic Oils & Fluids
BID OPENING DATE: November 10, 2021

BID NO: 2022-0156

DEPARTMENT: Streets & Maintenance

				C&R Distributing, LLC El Paso, TX Bidder 1 of 4			L.A. Professional Services, Inc. dba TEXSTAR Kyle, TX Bidder 2 of 4		
GROUP B – TRANSMISSION AND HYDRAULIC OILS, FLUIDS, AND GREASE									
ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY (A)	MANUFACTURER / BRAND PRODUCT #	UNIT PRICE (B)	ANNUAL TOTAL (C)	MANUFACTURER / BRAND PRODUCT #	UNIT PRICE (B)	ANNUAL TOTAL (C)
8.	Quintolubric 888-46 HFDu Fire Restistant Hyd. Oil	55 gl	1,100	Left Blank	\$46.72	\$51,392.00	n/a - not a product we carry	Left Blank	Left Blank
9.	Moly Extreme Pressure NL GI Grade -2 Based Grease	400 Lbs.	8,000	Left Blank	\$3.23	\$25,840.00	n/a - not a product we carry	Left Blank	Left Blank
10.	Moly Extreme Pressure NL GI Grade -2 Based Grease	120 Lbs.	600	Left Blank	\$3.39	\$2,034.00	n/a - not a product we carry	Left Blank	Left Blank
11.	Heavy Duty Degreaser w/ Dispensing System	55 gal	4,400	Left Blank	\$7.95	\$34,980.00	n/a - not a product we carry	Left Blank	Left Blank
12.	Heavy Duty Degreaser w/ Dispensing System	330 gal	4,900	Left Blank	\$7.95	\$38,955.00	n/a - not a product we carry	Left Blank	Left Blank
13.	DEF - Diesel Exhaust Fluid	330 gal	30,000	Left Blank	\$1.46	\$43,800.00	n/a - not a product we carry	Left Blank	Left Blank

Approved: _____ /s/

Date: 11/17/21

2022-0156 Motor Oil, Lubricants, Transmission and Hydraulic Oils and Fluids

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**CITY OF EL PASO
BID TABULATION**



PROJECT NAME: Motor Oil, Antifreeze, Lubricants, Transmission and Hydraulic Oils & Fluids
BID OPENING DATE: November 10, 2021

BID NO: 2022-0156
DEPARTMENT: Streets & Maintenance

				C&R Distributing, LLC El Paso, TX Bidder 1 of 4			L.A. Professional Services, Inc. dba TEXSTAR Kyle, TX Bidder 2 of 4		
GROUP B – TRANSMISSION AND HYDRAULIC OILS, FLUIDS, AND GREASE									
14.	Oil Sample Kits & Analysis	1 unit	900	Left Blank	\$8.00	\$7,200.00	n/a - not a product we carry	Left Blank	Left Blank
TOTAL GROUP B: (Items 1 – 14)						\$390,119.20			\$3,178,350.00

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

Approved: _____ /s/

Date: 11/17/21

2022-0156 Motor Oil, Lubricants, Transmission and Hydraulic Oils and Fluids

5



CITY OF EL PASO BID TABULATION



PROJECT NAME: Motor Oil, Antifreeze, Lubricants, Transmission and Hydraulic Oils & Fluids
BID OPENING DATE: November 10, 2021

BID NO: 2022-0156
DEPARTMENT: Streets & Maintenance

	C&R Distributing, LLC El Paso, TX Bidder 1 of 4	L.A. Professional Services, Inc. dba TEXSTAR Kyle, TX Bidder 2 of 4
THE CITY AT ITS SOLE DISCRETION, MAY EXERCISE ANY OPTION TO EXTEND THE TERM OF THE AGREEMENT, BY GIVING THE CONTRACTOR WRITTEN NOTICE WITHIN THE TIME PERIOD NOTED ON THE SELECTED OPTIONS. THE TERM OF THIS CONTRACT SHALL BE BASED ON ONE OF THE SELECTIONS BELOW AND UNDER THE 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:		
ONE (1) ADDITIONAL YEAR AT THE SAME UNIT PRICE(S), IF THE OPTION IS EXERCISED PRIOR TO THE EXPIRATION OF THE ORIGINAL TERM OF THE CONTRACT	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NO OPTION OFFERED	<input type="checkbox"/>	<input checked="" type="checkbox"/>
AMENDMENT ACKNOWLEDGED	Yes	No
BIDS SOLICITED: 7 LOCAL BIDS SOLICITED: 7 BIDS RECEIVED: 1 LOCAL BIDS RECEIVED: 1 NO BID: 0		
NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.		

Approved: _____ /s/

Date: 11/17/21 _____

2022-0156 Motor Oil, Lubricants, Transmission and Hydraulic Oils and Fluids

6



CITY OF EL PASO BID TABULATION



PROJECT NAME: Motor Oil, Antifreeze, Lubricants, Transmission and Hydraulic Oils & Fluids
BID OPENING DATE: November 10, 2021

BID NO: 2022-0156
DEPARTMENT: Streets & Maintenance

				MJ Mader Enterprises Inc., dba Bio Dyne Chemical Co. El Paso, TX Bidder 3 of 4			Senergy Petroleum LLC Idaho Falls, ID Bidder 4 of 4		
GROUP A – ANTIFREEZE, MOTOR OIL & LUBRICANTS									
ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY (A)	MANUFACTURER / BRAND PRODUCT #	UNIT PRICE (B)	ANNUAL TOTAL (C)	MANUFACTURER / BRAND PRODUCT #	UNIT PRICE (B)	ANNUAL TOTAL (C)
1.	Premix 50/50 Antifreeze Yellow	55 gl	2,200	Zerex G-05 50/50	\$8.20	\$18,040.00	MaxxPro Universal 50/50	\$5.15	\$11,330.00
2.	Premix 50/50 Antifreeze Red / Extended Life	55 gl	2,200	Zerex ELC 50/50	\$7.20	\$15,840.00	Maxx Pro ELC Red 50/50	\$5.50	\$12,100.00
3.	15w-40 CK-4 Diesel Conventional Motor Oil	Bulk gl	15,000	Citgo Citgard HO 15w40	\$8.85	\$132,750.00	MaxxPro 15w40 LE	\$9.00	\$135,000.00
4.	15w-40 Low Ash Natural Gas Motor Oil	55 gl	1,100	Citgo Citgard CNG/ LNG 15w40	\$11.40	\$12,540.00	Phillips 66 El Mar Low Ash GEO 15w40	\$10.55	\$11,605.00
5.	SAE 5w-20 Conventional Motor Oil	55 gl	4,300	Citgo Milemaster 5w30	\$8.05	\$34,615.00	MaxxPro Syn Blend 5w20	\$8.50	\$36,550.00
6.	SAE 5w-30 Conventional Motor Oil	55 gl	4,000	Citgo Milemaster 5w20	\$8.15	\$32,600.00	MaxxPro Syn Blend 5w30	\$8.50	\$34,000.00

Approved: _____ /s/

Date: 11/17/21

2022-0156 Motor Oil, Lubricants, Transmission and Hydraulic Oils and Fluids



CITY OF EL PASO BID TABULATION



PROJECT NAME: Motor Oil, Antifreeze, Lubricants, Transmission and Hydraulic Oils & Fluids
BID OPENING DATE: November 10, 2021

BID NO: 2022-0156
DEPARTMENT: Streets & Maintenance

				MJ Mader Enterprises Inc., dba Bio Dyne Chemical Co. El Paso, TX Bidder 3 of 4			Senergy Petroleum LLC Idaho Falls, ID Bidder 4 of 4		
GROUP A – ANTIFREEZE, MOTOR OIL & LUBRICANTS									
ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY (A)	MANUFACTURER / BRAND PRODUCT #	UNIT PRICE (B)	ANNUAL TOTAL (C)	MANUFACTURER / BRAND PRODUCT #	UNIT PRICE (B)	ANNUAL TOTAL (C)
7.	SAE 5w-20 Synthetic Blend Motor Oil	55 gl	4,000	Citgo Milemaster 5w20	\$8.05	\$32,200.00	MaxxPro Syn Blend 5w20	\$8.50	\$34,000.00
8.	SAE 5w-30 Synthetic Blend Motor Oil	55 gl	4,000	Citgo Milemaster 5w30	\$8.15	\$32,600.00	MaxxPro Syn Blend 5w30	\$8.50	\$34,000.00
9.	SAE 80w-140 Synthetic Gear Oil	55 gl	825	Citgo Citgear HO Synthetic 80w140	\$3.80	\$3,135.00	Phillips 66 Synlube LDO 80w140	\$30.11	\$24,840.75
TOTAL GROUP A: (Items 1 – 9)						\$314,320.00			\$333,425.75 Bidder's Total \$333,425.00

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

Approved: _____ /s/

Date: 11/17/21

2022-0156 Motor Oil, Lubricants, Transmission and Hydraulic Oils and Fluids



CITY OF EL PASO BID TABULATION



PROJECT NAME: Motor Oil, Antifreeze, Lubricants, Transmission and Hydraulic Oils & Fluids

BID OPENING DATE: November 10, 2021

BID NO: 2022-0156

DEPARTMENT: Streets & Maintenance

				MJ Mader Enterprises Inc., dba Bio Dyne Chemical Co. El Paso, TX Bidder 3 of 4			Senergy Petroleum LLC Idaho Falls, ID Bidder 4 of 4		
GROUP B – TRANSMISSION AND HYDRAULIC OILS, FLUIDS, GREASE, DEF & SAMPLE KITS									
ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY (A)	MANUFACTURER / BRAND PRODUCT #	UNIT PRICE (B)	ANNUAL TOTAL (C)	MANUFACTURER / BRAND PRODUCT #	UNIT PRICE (B)	ANNUAL TOTAL (C)
1.	Transynd Oil/ to meet TES 295 & TES 296	55 gl	1,400	Citgo Syndurance 668 Synthetic ATF	\$30.00	\$42,000.00	Phillips 66 Triton 295 ATF	\$34.50	\$48,300.00
2.	LV Multi-Vehicle Full Synthetic ATF	55 gl	1,110	Citgo Transgard Synthetic MV LV ATF	\$17.35	\$19,258.50	Phillips 66 Versatrans LV	\$12.90	\$14,319.00
3.	Multi-Vehicle Synthetic Blend ATF	55 gl	1,400	Warren Multi-Vehicle Synthetic Blend ATF	\$15.25	\$21,350.00	Phillips 66 Versatrans	\$12.15	\$17,010.00
4.	Hydraulic Oil Grade ISO 46	Bulk gl	12,000	Citgo AW Hydraulic Fluid 46	\$7.70	\$92,400.00	MaxxPro AW 46	\$7.10	\$85,200.00
5.	CITGO HYTHERM OIL 46 Heat Transfer Oil	55 gl	330	Coastal Heat Transfer Fluid 46	\$10.40	\$3,432.00	Phillips 66 Heat Transfer Oil	\$11.90	\$3,927.00
6.	UCON 500 Heat Transfer Oil	55 gl	440	UCON 500 Heat Transfer Fluid	\$5.65	\$2,486.00	No Bid	\$0.00	\$0.00
7.	CP Non-Conductive Hydraulic Fluid ISO-22	55 gl	220	Citgo Hydurance CP Fluid	\$16.50	\$3,630.00	Phillips 66 Megaflow HVI ISO 22	\$11.30	\$2,486.00

Approved: _____/s/_____

Date: 11/17/21

2022-0156 Motor Oil, Lubricants, Transmission and Hydraulic Oils and Fluids



CITY OF EL PASO BID TABULATION



PROJECT NAME: Motor Oil, Antifreeze, Lubricants, Transmission and Hydraulic Oils & Fluids
BID OPENING DATE: November 10, 2021

BID NO: 2022-0156
DEPARTMENT: Streets & Maintenance

				MJ Mader Enterprises Inc., dba Bio Dyne Chemical Co. El Paso, TX Bidder 3 of 4			Senergy Petroleum LLC Idaho Falls, ID Bidder 4 of 4		
GROUP B – TRANSMISSION AND HYDRAULIC OILS, FLUIDS, AND GREASE									
ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY (A)	MANUFACTURER / BRAND PRODUCT #	UNIT PRICE (B)	ANNUAL TOTAL (C)	MANUFACTURER / BRAND PRODUCT #	UNIT PRICE (B)	ANNUAL TOTAL (C)
8.	Quintolubric 888-46 HFDu Fire Restistant Hyd. Oil	55 gl	1,100	Quintolubric 888-46 FR Hydraulic Fluid	\$30.00	\$33,000.00	Fuchs Renosafe FireProtect 46	\$45.00	\$49,500.00
9.	Moly Extreme Pressure NL GI Grade -2 Based Grease	400 Lbs.	8,000	Citgo Lithoplex CM #2 3% Moly	\$3.20	\$25,600.00	Phillips 66 Megaplex XD3 #2	\$3.35	\$26,800.00
10.	Moly Extreme Pressure NL GI Grade -2 Based Grease	120 Lbs.	600	Citgo Lithoplex CM #2 3% Moly	\$3.20	\$1,920.00	Phillips 66 Megaplex XD3 #2	\$3.55	\$2,130.00
11.	Heavy Duty Degreaser w/ Dispensing System	55 gal	4,400	BD-77 Heavy Duty Degreaser	\$6.00	\$26,400.00	Fuchs Renoclean Super 844	\$4.95	\$21,780.00
12.	Heavy Duty Degreaser w/ Dispensing System	330 gal	4,900	BD-77 Heavy Duty Degreaser	\$6.00	\$29,400.00	Fuchs Renoclean Super 844	\$4.95	\$24,255.00
13.	DEF - Diesel Exhaust Fluid	330 gal	30,000	Diesel Exhaust Fluid	\$1.65	\$49,500.00	Diesel Exhaust Fluid	\$1.95	\$58,500.00

Approved: _____/s/_____

Date: 11/17/21

2022-0156 Motor Oil, Lubricants, Transmission and Hydraulic Oils and Fluids

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**CITY OF EL PASO
BID TABULATION**



PROJECT NAME: Motor Oil, Antifreeze, Lubricants, Transmission and Hydraulic Oils & Fluids
BID OPENING DATE: November 10, 2021

BID NO: 2022-0156
DEPARTMENT: Streets & Maintenance

				MJ Mader Enterprises Inc., dba Bio Dyne Chemical Co. El Paso, TX Bidder 3 of 4			Senergy Petroleum LLC Idaho Falls, ID Bidder 4 of 4		
GROUP B – TRANSMISSION AND HYDRAULIC OILS, FLUIDS, AND GREASE									
14.	Oil Sample Kits & Analysis	1 unit	900	Lab One	\$9.00	\$8,100.00	Lab One	\$15.00	\$13,500.00
TOTAL GROUP B: (Items 1 – 14)							\$358,476.50		

NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.

Approved: /s/

Date: 11/17/21



CITY OF EL PASO BID TABULATION



PROJECT NAME: Motor Oil, Antifreeze, Lubricants, Transmission and Hydraulic Oils & Fluids
BID OPENING DATE: November 10, 2021

BID NO: 2022-0156
DEPARTMENT: Streets & Maintenance

	MJ Mader Enterprises Inc., dba Bio Dyne Chemical Co. El Paso, TX Bidder 3 of 4	Senergy Petroleum LLC Idaho Falls, ID Bidder 4 of 4
THE CITY AT ITS SOLE DISCRETION, MAY EXERCISE ANY OPTION TO EXTEND THE TERM OF THE AGREEMENT, BY GIVING THE CONTRACTOR WRITTEN NOTICE WITHIN THE TIME PERIOD NOTED ON THE SELECTED OPTIONS. THE TERM OF THIS CONTRACT SHALL BE BASED ON ONE OF THE SELECTIONS BELOW AND UNDER THE 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:		
ONE (1) ADDITIONAL YEAR AT THE SAME UNIT PRICE(S), IF THE OPTION IS EXERCISED PRIOR TO THE EXPIRATION OF THE ORIGINAL TERM OF THE CONTRACT	<input checked="" type="checkbox"/>	<input type="checkbox"/>
NO OPTION OFFERED	<input type="checkbox"/>	<input checked="" type="checkbox"/>
AMENDMENT ACKNOWLEDGED	Yes	Yes
BIDS SOLICITED: 12 LOCAL BIDS SOLICITED: 8 BIDS RECEIVED: 4 LOCAL BIDS RECEIVED: 2 NO BID: 0		
NOTE: The information contained in this bid tabulation is for information only and does not constitute actual award/execution of contract.		

Approved: _____/s/_____

Date: 11/17/21

2022-0156 Motor Oil, Lubricants, Transmission and Hydraulic Oils and Fluids

SOLICITATION 2022-0156 BIDDERS LIST

MJ MADER ENTERPRISES, INC dba
Bio Dyne Chemical Company
1315 W. Main
El Paso, TX 79902

Southern Counties Lubricants
1825 W. Collins, Ave.
Orange, CA 92863

Brewer Oil Company
1025 Wall St.
El Paso, TX 79915

C&R Distributing, LLC
8528 Alameda
El Paso, TX 79907

Honstein Oil and Distributing
4584 Ripley Dr.
El Paso, TX 79922

Safety-Kleen Systems, Inc.
2600 N. Central Expy
Richardson, TX 75080

Five Star Fuel
9561 Rio Del Norte
El Paso, TX 79927

Gulf Oil
11432 Rudi Kuefner Dr.
El Paso, TX 79928

Master Oil Company
9681 Joe Rodriguez
El Paso, TX 79927

Texas Pride Fuels
93 FM 652
Orla, TX 79770

Senenergy Petroleum
11535 Cedar Oak Dr.
El Paso, TX 79935

Golden West Oil Co.
3010 Aniol St.
San Antonio, TX 78219



2022-0156 Motor Oil, Antifreeze, Lubricants, Transmission and Hydraulic Oils & Fluids

Richard Bristol, Director, Streets and Maintenance
January 4, 2022





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

- Purchase motor oil, antifreeze, lubricants, transmission oil, hydraulic oils and fluids
- Provides for preventive maintenance on all vehicles
- Will allow for safe, efficient and consistent operation of the City's Fleet





2022-0156 Motor Oil, Antifreeze, Lubricants, Transmission and Hydraulic Oils and Fluids

Contractor	MJ Mader, Inc. dba Bio Dyne Chemical Co.
Initial Term & Award	\$672,796.50 p/yr.
Option	1 year - \$672,796.50
Funding Source	Internal Service Fund – Fuel Inventory Purchases
Account No.	532-37020-531240-3600-P3701



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 #: 21-1427, 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

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.

An Ordinance approving amendment number twenty-one to the project plan and reinvestment zone financing plan for tax increment reinvestment zone (TIRZ) number five, City of El Paso, Texas, to provide funding to the 309 MILLS, LLC improvement project of the property located at 309 Mills Avenue, 79901; subject to the execution of a separate agreement by and between the City of El Paso and the project developer(s); adopting said amendments as required by section 311.011(E) Texas Tax Code.

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

AGENDA DATE: December 14, 2021

PUBLIC HEARING DATE: January 4, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Mirella Craigo, 915.212.1617

DISTRICT(S) AFFECTED: 8

STRATEGIC GOAL 1: Cultivate an environment conducive to strong, sustainable economic development.

SUBGOAL 1.7: Identify and develop plans for areas of reinvestment and local partnership

SUBJECT:

An ordinance approving amendment number twenty-one to the project plan and reinvestment zone financing plan for tax increment reinvestment zone (TIRZ) number five, City of El Paso, Texas, to provide funding to the 309 MILLS, LLC improvement project of the property located at 309 Mills Avenue, 79901; subject to the execution of a separate agreement by and between the City of El Paso and the project developer(s); adopting said amendments as required by section 311.011(E) Texas Tax Code.

BACKGROUND / DISCUSSION:

On June 15, 2021, the Board recommended approval of the Zone's participation in the redevelopment of the property at 309 Mills Ave. (GID: M47399901004900) subject to the terms of a separate redevelopment agreement between the City of El Paso and the project developer(s). 309 Mills, LLC applied and subject to Council approval has qualified for a 10-year Infill redevelopment incentive grant. The project will increase the tax value of the property and greatly enhance the aesthetic value of the area. The applicant is proposing to invest a minimum of \$1,200,000.00 to renovate a blighted hotel. The redevelopment will include converting the upper floors to a standard hotel and rehabilitating the store front at the first floor.

PRIOR COUNCIL ACTION:

Council will consider approval of the Chapter 380 Economic Development Program Agreement on December 14, 2021.

AMOUNT AND SOURCE OF FUNDING:

Incremental property tax revenue collected within the boundaries of Tax Increment Reinvestment Zone No. 5 will be used to fund the project being added to the Zone's Project and Reinvestment Zone Financing Plans through this twenty-first amendment.

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: Economic Development

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Elizabeth Triggs, Interim Director of Economic & International Development Department



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

ORDINANCE NO. _____

AN ORDINANCE APPROVING AMENDMENT NUMBER TWENTY-ONE TO THE PROJECT PLAN AND REINVESTMENT ZONE FINANCING PLAN FOR TAX INCREMENT REINVESTMENT ZONE NUMBER FIVE, CITY OF EL PASO, TEXAS, TO PROVIDE FUNDING TO THE 309 MILLS, LLC IMPROVEMENT PROJECT OF THE PROPERTY LOCATED AT 309 MILLS AVENUE, 79901, SUBJECT TO THE EXECUTION OF A SEPARATE AGREEMENT BY AND BETWEEN THE CITY OF EL PASO AND THE PROJECT DEVELOPER(S); ADOPTING SAID AMENDMENTS AS REQUIRED BY SECTION 311.011(E) TEXAS TAX CODE.

WHEREAS, by the City of El Paso Ordinance No. 016528, adopted December 19, 2006, the City Council created Tax Increment Reinvestment Zone Number Five, City of El Paso, Texas (the “Zone”), establishing the boundaries of the Zone as described therein, pursuant to the provisions of the Tax Increment Financing Act, Chapter 311, Texas Tax Code (as amended, the “Act”); and later amended by Ordinances No. 016803 and 016804 on December 18, 2007, by Ordinance No. 017821 on July 17, 2012, and by Ordinance No. 018049 on July 30, 2013; and

WHEREAS, by City of El Paso Ordinance No. 017081, adopted March 10, 2009, the City Council approved and adopted the Project Plan and Reinvestment Zone Financing Plan for the Zone, pursuant to Section 311.011(d) of the Act after their adoption by the Board of Directors (the “Board”) of the Zone; later amended on: April 7, 2009 by Ordinance No. 017102; November 17, 2009 by Ordinance No. 017239; December 22, 2009 by Ordinance No. 017258; November 8, 2011 by Ordinance No. 017674; May 15, 2012 by Ordinance No. 017788; July 17, 2012 by Ordinance No. 017821; August 28, 2012 by Ordinance No. 017861; July 30, 2013 by Ordinance No. 018049; March 4, 2014 by Ordinance No. 018132; January 6, 2015 by Ordinance No. 018302; September 6, 2016 by Ordinance No. 018566; October 4, 2016 by Ordinance No. 018578; March 21, 2017 by Ordinance No. 018645; June 13, 2017 by Ordinance No. 018689; February 20, 2018 by Ordinance No. 018756; July 9, 2019 by Ordinance No. 018940; February 4, 2020 by Ordinance No. 019021; October 27, 2020 by Ordinance No. 019110; and on March 16, 2021 by this Ordinance No. 019152; and on August 3, 2021 by this Ordinance No. 019211; and on _____, 2022 by this Ordinance No. _____; and

WHEREAS, the Board supports the City in development activities for the Zone and actively participates in planning and identifying potential projects within the Zone that are consistent with and implement the Zone’s Project Plan; and

WHEREAS, on June 15, 2021, the Board recommended approval of the Zone's participation in the redevelopment of the property at 309 Mills Ave; and

WHEREAS, pursuant to Section 311.011(e) of the Act, the Board may adopt amendments to the plans consistent with the requirements and limitations of the Act, which become effective when approved by the governing body of the municipality by a duly authorized ordinance; and

WHEREAS, the City desires to amend the Zone's Project Plan and Reinvestment Zone Financing Plan as approved by the Board, in support of community revitalization and economic development within the Zone; and

WHEREAS, it is found that inclusion of the afore mentioned amendment and projects contained therein are economically feasible; and

WHEREAS, it is further found and determined that the meeting at which this Ordinance was passed was open to the public and public notice of the time, place and subject of said meeting was given all as required by Chapter 551, Texas Government Code; and

WHEREAS, the City Council, as the governing body of the City, approves the amendment to the Zone's Project Plan and Reinvestment Zone Financing Plan, as evidenced by this Ordinance;

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

SECTION 1. Except as amended herein and by properly adopted prior amendments, Ordinance 016528 shall remain in full force and effect.

SECTION 2. The Project Plan and Reinvestment Zone Financing Plan for Tax Increment Reinvestment Zone Number Five, City of El Paso, Texas are hereby amended to support and allocate Zone funding through new property tax increment abatements and/or reimbursements for the 309 Mills Ave, LLC Redevelopment Project located at 309 Mills Avenue (GID: M47399901004900) subject to the terms of a redevelopment agreement approved by City Council between the City of El Paso and the respective Project developer(s)

SECTION 3. The amendment to the Project Plan and Reinvestment Zone Financing Plan for Tax Increment Reinvestment Zone Number Five, City of El Paso, Texas is hereby determined to be feasible and in conformity with the City's comprehensive plan and said amendments are hereby approved.

SECTION 4. The statements set forth in the recitals of this Ordinance are declared to be true and correct and are incorporated as part of this Ordinance.

SECTION 5. The provisions of this Ordinance are severable. If any provision of this Ordinance or the application thereof to any circumstances shall be held to be invalid or unconstitutional, the remainder of this Ordinance shall nevertheless be valid.

ADOPTED this 4th day of January, 2022

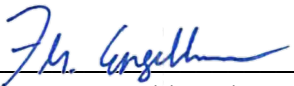
CITY OF EL PASO:

Oscar Leoser
Mayor


ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:


Frances M. Maldonado Engelbaum
Assistant City Attorney

APPROVED AS TO CONTENT:


Elizabeth Triggs, Interim Director
Economic & International Development

REINVESTMENT ZONE NUMBER FIVE

CITY OF EL PASO, TEXAS

TWENTY-FIRST AMENDMENT:

Final Project Plan and Reinvestment Zone Financing Plan

Submitted by:

Economic & International Development Department

(915) 212-0094

Amended:

April 7, 2009 (Ordinance No. 017102)

November 18, 2009 (Ordinance No. 017239)

December 22, 2009 (Ordinance No. 017258)

November 8, 2011 (Ordinance No. 017674)

May 15, 2012 (Ordinance No. 017788)

July 17, 2012 (Ordinance No. 017821)

August 28, 2012 (Ordinance No. 017861)

July 30, 2013 (Ordinance No. 018049)

March 4, 2014 (Ordinance No. 018132)

January 6, 2015 (Ordinance No. 018302)

September 6, 2016 (Ordinance No. 018566)

October 4, 2016 (Ordinance No. 018578)

March 21, 2017 (Ordinance No. 018645)

June 13, 2017 (Ordinance No. 018689)

February 20, 2018 (Ordinance No. 018756)

July 9, 2019 (Ordinance No. 018940)

February 4, 2020 (Ordinance No. 019021)

October 27, 2020 (Ordinance No. 019110)

March 16, 2021 (Ordinance No. 019152)

August 3, 2021 (Ordinance No. 019211)

_____, 2022 (Ordinance No. _____)

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This is the Twenty-First Amendment to the Project and Financing Plan for Reinvestment Zone No. 5 and is supplemental to the existing Project and Financing Plan.

OVERVIEW

This Final Project Plan and Final Reinvestment Zone Financing Plan for TAX INCREMENT REINVESTMENT ZONE NUMBER FIVE, CITY OF EL PASO, TEXAS (the "Zone") was recommended for adoption by the Board on February 12, 2009 and is based on the Preliminary Project and Financing Plan adopted by City Council when the Zone was created in December 2006 through approval of Ordinance No. 016528. The Zone was expanded with the recommendation of the TIRZ Board by City Council on December 18, 2007 with Ordinance No. 016803 and Ordinance No. 016804.

First Amendment:

By Ordinance No. 017102, dated November 17, 2009, and by TIRZ Board recommendation, the City approved the first Plan amendment, which allocated \$32,000 to the Façade Program. The purpose of the Commercial Façade Improvement Grant Program is to provide grant funding to existing business property owners or lessees to encourage renovation and rehabilitation of the exterior of buildings in the Zone. This program aims to improve the aesthetics within the Zone as attractive building façades positively impact the marketability and perception of the area. The Program consists of a one-dollar to one-dollar match for approved improvements. Reimbursement grants will be awarded for façade improvements that restore, preserve, rehabilitate, enhance or beautify a structure. Eligible improvements include:

- Signs (new, repairs, replacement, removal)
- Grate and grate box removal or conversion of solid grates to an open mesh style
- Awnings
- Lighting
- Paint
- Removal/replacement of inappropriate or incompatible exterior finishes or materials
- Recessing/reconfiguring entrances
- Removal of extraneous elements
- Door/window replacement or repair
- Exterior cleaning
- Historical architectural elements

Second Amendment:

The City approved by Ordinance No. 017239, dated November 17, 2009, the allocation of \$28,000 to Project No. 2: First Avenue Lofts (Mixed Use Residential). Located at 300 S. Florence El Paso, Texas, the First Avenue Lofts Project consists of the adaptive reuse of an old warehouse building into a mixed-use development project with retail at the ground floor and eight dwelling units described as upscale lofts in the upper floors. The project developer is The El Paso Project, LLC. The conversion of the warehouse will

necessitate public improvements in the sidewalk area; there are currently no sidewalks along one side of the building. The improvements include installation of the sidewalk, street lighting and related amenities in the public right of way. The age and the change of use of the building require retrofitting of the public utility connections.

Public improvement costs that will be eligible for reimbursement through the use of tax increment finance funds of the Zone are: installation, extension and/or renovation of sidewalks and abutting improvements to the adjacent street, and the construction of other public improvements including streetscape improvements and amenities such as street lighting. The additional tax increment finance funds for the project in the amount of \$22,000 are allocated to fund public utility connection costs associated with installation of water, sewer and fire lines to the building.

Third Amendment:

By Ordinance No. 017258, dated December 22, 2009, the City approved the amendment of the Commercial Façade Improvement Grant Program by increasing the allocation \$25,000

This Third Amendment, by recommendation of the TIRZ Board and City Council approved, increased the allocation of Project No. 2: First Avenue Lofts (Mixed Use Residential) by \$22,000. The additional tax increment finance funds are allocated to fund public utility costs associated with installation of water, sewer and fire lines to the building.

Fourth Amendment:

This Fourth Amendment allocated \$17,780 to Project No. 3: 910 Texas Ave. (Mixed Use Residential). Located at 910 Texas Ave, El Paso, Texas, the project consists of the rehabilitation and construction of a building into a mixed-used development with 1,684 square feet of office space at the ground floor and five dwelling units on the upper floor(s). The project developer is Donald Luciano. The construction of the building will necessitate public improvements in the area. The improvements include installation of street lighting, sewer taps and drain lines.

Public improvements costs that will be eligible for reimbursement through the use of tax increment finance funds of the Zone are: construction and installation of public improvements associated with the public utility connection costs associated with the installation of sewer taps and drain lines amenities such street lighting. The tax increment funds for the project in the amount of \$17,780 are allocated to fund these public improvements.

The City approved, by TIRZ Board recommendation, allocation of \$12,960 for TIRZ administration costs each fiscal year.

Fifth Amendment:

The City Council approved, by Ordinance No. 017788, dated May 15, 2012, additional funding in the amount of \$100,000 for additional eligible project costs for Project No. 1: Commercial Façade Improvement Grant Program.

The Fifth Amendment also approved funding in the amount of \$100,000 for Project No. 4: Civic Space at Cavalryman Pocket Park. Located at Henderson's Triangle (near intersection of Santa Fe and Missouri Streets) El Paso, Texas, the Project consists of open space improvements by adding a solar-powered pavilion, landscaping, and expansion of the pocket park. The public infrastructure improvements include new curb, ADA compliant stamped colored concrete sidewalk, ADA ramps, landscaping, irrigation and lighting. The property is owned by the City of El Paso.

Public improvement costs that will be eligible for reimbursement through the use of tax increment finance funds of the zone are: new curb, ADA compliant stamped colored concrete, ADA ramps, landscaping, irrigation and lighting. The tax increment funds for the project in the amount of \$100,000 are allocated to fund these public improvements, to be allocated by the City Manager or designee to the appropriate city departments or accounts for project implementation.

Sixth Amendment:

This Sixth Amendment, approved by City Council by Ordinance No. 017821, dated July 17th, 2012, provides for the annexation of Addition B in the Union Plaza District, bounded by Paisano Street, Leon Street, Durango Street, San Francisco Street and more particularly shown on Exhibits A & B (Addition B) . Addition B Area has several of the same characteristics as property in the existing TIRZ No. 5 as detailed on pages 1-10 of the original plan. The present and existing uses of Addition B Area are detailed in Exhibit C.

The Addition B in Union Plaza has an estimated total net taxable value of \$12,150,991. The proposed public infrastructure improvements for the addition include the installation, extension and/or renovation of streets, drainage, utilities and sidewalks, and the construction of other public improvements including streetscape improvements and amenities related to developments that include housing, in particular affordable housing as a priority. The City will contribute 100% of its tax increment revenue; no other taxing authorities are participating.

Addition B in Union Plaza has a total of 9.45 acres and falls inside the Historic Incentive District. The new total acreage for the Tax Increment Reinvestment Zone No. 5 is 298 acres. Addition B is composed by office space, entertainment, restaurants and mixed- use housing with some affordable units. A mix of uses is expected anchored by office buildings with a variety of retail uses on the ground floor, enhanced public open spaces, streetscape improvements, and visitor-oriented development. Between 100 and 200 residential units, 40,000 square feet of office space and 20,000 square feet of retail

space are anticipated in this district. The catalyst project for this redevelopment is mixed-use development incorporating office & retail space.

Improvements in the district will take into account historic and culturally significant areas and structures and sensitive sites will be preserved. Redevelopment in this district is designated to both complement and stimulate improvements in the other five districts as described in the Downtown 2015 Plan.

Financial Plan / Economic Feasibility Study:

A conservative estimate of the value over the next five to ten years is placed at \$17,500,000. Refer to Exhibit D for more detailed information. The projected tax increment generated on this conservative estimate of value in the Addition B Area is sufficient to support other projects inside the zone.

Other Project Plan Provisions:

Reinvestment Zone Duration: When initially created by the City in December 2006, the term of the TIRZ No. 5 was established at 30 years. No change is proposed to the existing zone duration.

City Participation in the Addition B Area: The City will participate with 100% of its ad valorem tax increment revenue for the full life of the annexation and none of its sales tax revenue. No other taxing jurisdiction is anticipated to participate. Project costs will be paid from tax increment revenue as available or by the issuance of bonds, if the City so elects and amends this amendment.

Estimated Bond Indebtedness: The City reserves the right from time to time during the duration of the Zone to issue tax-exempt bonds ("Bonds") payable from tax increment revenue. The future issuance of Bonds is at the City's sole and absolute discretion and would be preceded by an amendment and approved by City Council.

Relocating Persons: No displacement or relocation of residents is anticipated based on the implementation of this Sixth Amendment.

Municipal Ordinances: No changes to City codes or ordinances are proposed in this Sixth Amendment to the Plan.

Sources of Revenue / Taxing Jurisdiction Participation: No changes to the sources of revenue or taxing jurisdiction participation described in the Plan are made by this Sixth Amendment.

Timing of Project Costs and Monetary Obligations: The City and Addition B Area will incur monetary obligations as the stream of tax revenue allow. Developers will be reimbursed only after completion, inspection and acceptance by the City of eligible public improvements or as detailed in agreements between the City and Developer(s). Administrative costs and costs related to the creation and organization of the Zone maybe paid from tax increment revenue or bond proceeds, if issued. Administrative costs

advanced by a developer are eligible for reimbursement from tax increment proceeds or bond proceeds.

Methods of Financing: No changes to the methods of financing described in the Plan are made by this Sixth Amendment.

Current Total Appraised Value: The base year value for the Addition B Area is the certified appraised value as of January 1, 2012. A current estimate of the base year value is shown on the chart in Exhibit E.

Estimated Captured Appraised Value: An estimate of the captured appraised value of the Addition B Area during each year of the TIRZ No. 5 existence is shown on the chart in Exhibit E.

Seventh Amendment:

This Seventh Amendment, approved by City Council, by Ordinance No. 017861, dated August 28, 2012, amends the Project Plan and Reinvestment Zone Financing Plan by adding Project No. 5: Improving Downtown through Strategic Investment (2012-2022) in the maximum amount of \$5,000,000.

TIRZ No. 5 funds will be allocated to initiate and to reimburse the City's general revenue fund for the identified strategic investment public infrastructure projects in the Exhibit A below ("strategic investment projects") in accordance with the following terms, conditions, and restrictions:

1. An initial expenditure of \$1,000,000 will be allocated from the TIRZ No. 5 fund in Fiscal Year 2012 to initiate the strategic investment projects, in a manner determined by the City Manager or designee to the appropriate city departments or accounts for project implementation.
2. Subsequent to the initial expenditure and continuing on an annual basis for ten (10) consecutive years, TIRZ No. 5 funds in an amount not to exceed \$400,000 per fiscal year will be transferred to the City general revenue fund as reimbursement for actual project costs incurred in constructing the strategic investment projects; provided, however in no event the aggregate of reimbursement payments exceed seventy percent (70%) of the TIRZ No. 5 balance on hand, in which case the outstanding reimbursement obligation will carry over to the next fiscal year. Reimbursement for strategic investment projects will take priority over any other subsequent fund allocation.
3. The maximum allocation for each strategic investment project is indicated in Table 1; however, the City staff will make a concerted effort to generate per project cost savings, with such funds to be retained in the TIRZ No. 5 fund balance for future TIRZ projects.
Board for informational purposes.

Eighth Amendment:

The City Council approved, by Ordinance No. 018049, dated July 30th, 2013, additional funding in the amount of \$100,000 for additional eligible project costs for Project No. 1: Commercial Façade Improvement Grant Program. Subsequently, City Council approved allocation of \$2,160 for FY 2013, and \$12,960 for FY 2014 towards TIRZ No. 5 administrative costs for the TIRZ use of City personnel services.

This Eighth Amendment, approved by City Council, Ordinance No. 018049, dated July 30th, 2013, provides for the annexation of Addition C South El Paso Street, bounded by Paisano Street, Santa Fe Street, "Alley D" Sixth Street, and more particularly shown on Exhibits A & B (Addition C). Addition C Area has several of the same characteristics of properties in the existing TIRZ No. 5 as detailed on pages 1-10 of the original plan. The present and existing uses of Addition C Area are detailed in Exhibit C.

Addition C, South El Paso Street has an estimated total net taxable value of \$32,606,657. The proposed public infrastructure improvements for the addition include the installation, extension and/or renovation of streets, drainage, utilities and sidewalks, and the construction of other public improvements including streetscape improvements and amenities related to the existing developments. The City will contribute 100% of its tax increment revenue; no other taxing authorities are participating.

Addition C, South El Paso Street is a total of 8.4 acres and falls inside the Historic Incentive District. The new total acreage for the Tax Increment Reinvestment Zone No. 5 is 306.4 acres. Addition C is composed of mostly retail commercial properties. A mix of uses is expected with a variety of retail uses on the ground floor, enhanced public open spaces, streetscape improvements, and visitor-oriented development.

Improvements in the district will take into account historic and culturally significant areas and structures and sensitive sites will be preserved. Redevelopment in this district is designated to both complement and stimulate improvements in the other five districts as described in the Downtown 2015 Plan.

Financial Plan / Economic Feasibility Study:

A 3% and 5% increase projection is used for a 10 year period to estimate the projected City tax increment generated in the Addition C area. A conservative estimate of the total City tax increment is estimated to be between \$388,000- \$688,000 over the next ten years. Refer to Exhibit D for more detailed information.

Reinvestment Zone Duration: When initially created by the City in December 2006, the term of the TIRZ No. 5 was established at 30 years. No change is proposed to the existing zone duration valorem tax increment revenue for the full life of the annexation and none of its sales tax revenue. No other taxing jurisdiction is anticipated to participate. Project costs will be paid from tax increment revenue as available or by the issuance of bonds, if the City so elects and amends this Project and Financing plan

Estimated Bond Indebtedness: The City reserves the right from time to time during the

duration of the Zone to issue tax-exempt bonds (“Bonds”) payable from tax increment revenue. The future issuance of Bonds is at the City’s sole and absolute discretion and would be preceded by an amendment and approved by City Council.

Relocating Persons: No displacement or relocation of residents is anticipated based on the implementation of this Eighth Amendment.

Municipal Ordinances: No changes to City codes or ordinances are proposed in this Eighth Amendment to the Plan.

Sources of Revenue / Taxing Jurisdiction Participation: No changes to the sources of revenue or taxing jurisdiction participation described in the Plan are made by this Eighth Amendment.

Timing of Project Costs and Monetary Obligations: The City and Addition C Area will incur monetary obligations as stream of tax revenue allow. Developers will be reimbursed only after completion, inspection and acceptance by the City of eligible public improvements or as detailed in agreements between the City and Developer(s). Administrative costs and costs related to the creation and organization of the Zone may be paid from tax increment revenue or bond proceeds, if issued. Administrative costs advanced by a developer are eligible for reimbursement from tax increment proceeds or bond proceeds.

Methods of Financing: No changes to the methods of financing described in the Plan are made by this Seventh Amendment.

Current Total Appraised Value: The base year value for the Addition C Area is the certified appraised value as of January 1, 2013. A current estimate of the base year value is shown on the chart in Exhibit D.

Estimated Captured Appraised Value: An estimate of the captured appraised value of the Addition C Area during each year of the TIRZ No. 5 existence is shown on the chart in Exhibit D.

Ninth Amendment:

The Ninth Amendment, by Ordinance No. 018132, dated March 04, 2014, and by recommendation of the TIRZ Board, City Council approved additional funding in the amount of \$100,000 for additional eligible project costs for Project No. 1: Commercial Façade Improvement Grant Program. In partnership with the Downtown Management District (DMD), the City approved the administration and funding of a joint Downtown Commercial Façade Improvement Grant Program. The DMD will manage the program where TIRZ properties could receive up to \$25,000 per façade, in matching funds.

The Final Project Plan is amended to incorporate the following additional costs and projects on the list of approved proposed projects eligible for tax increment finance funds of the Zone, which will be allocated to as described herein:

Project No. 1: Commercial Façade Improvement Grant Program.

- Original Amount: \$32,000
- First Amended Amount 11-17-2009: \$57,000
- Second Amended Amount 12-22-2009: 82,000 (increased by \$25,000)
- Third Amended Amount 11-8-2011: \$123,000 (increased by \$41,000)
- Fourth Amended Amount. 05-15-2012: \$223,000 (increased by \$100,000)
- Fifth Amended Amount: 08-30-13: \$323,000 (increased by \$100,000)
- Sixth Amended Amount: \$423,000 (increased by \$100,000)

Tenth Amendment:

The Tenth Amendment, by Ordinance No. 018302, dated January 6th, 2015, and by recommendation of the TIRZ Board, City Council approved additional funding in the amount of \$100,000 for additional eligible project costs for Project No. 1: Commercial Façade Improvement Grant Program. In partnership with the Downtown Management District (DMD), the City approved the administration and funding of a joint Downtown Commercial Façade Improvement Grant Program. The DMD will manage the program where TIRZ properties could receive up to \$25,000 per façade, in matching funds.

The Final Project Plan is amended to incorporate the following additional costs and projects on the list of approved proposed projects eligible for tax increment finance funds of the Zone, which will be allocated to as described herein:

Project No. 1: Commercial Façade Improvement Grant Program.

- Original Amount: \$32,000
- First Amended Amount 11-17-2009: \$57,000
- Second Amended Amount 12-22-2009: 82,000 (increased by \$25,000)
- Third Amended Amount 11-8-2011: \$123,000 (increased by \$41,000)
- Fourth Amended Amount. 05-15-2012: \$223,000 (increased by \$100,000)
- Fifth Amended Amount 08-30-13: \$323,000 (increased by \$100,000)
- Sixth Amended Amount 03-04-14: \$423,000 (increased by \$100,000)
- Seventh Amended Amount \$523,000 (increased by \$100,000)

Eleventh Amendment:

The Eleventh Amendment, by Ordinance No. 018566, dated September 6, 2016, and by recommendation of the TIRZ Board, City Council approved exempting the Camino Real Redevelopment (associated with PID: M47399901600100) and Marriot Courtyard Hotel Construction projects (associated with PID: S16799900504500) from the tax increment contribution to the TIRZ5 tax increment fund.

In support of these projects; the TIRZ board further recommended, and City Council approved, to support and allow all conveyances of property associated with the Camino Real Redevelopment Project (associated with PID: M47399901600100) and the Marriot Courtyard Hotel Construction Project (associated with PID: S16799900504500), designating the City Manager to act as signatory on the behalf of the TIRZ5 board.

Twelfth Amendment:

The Twelfth Amendment, by Ordinance No. 018578, dated October 4, 2016, and by recommendation of the TIRZ Board, City Council approved additional funding in the amount of \$100,000 for additional eligible project costs for Project No. 1: Commercial Façade Improvement Grant Program. In partnership with the Downtown Management District (DMD), the City approved the administration and funding of a joint Downtown Commercial Façade Improvement Grant Program. The DMD will manage the program where TIRZ properties could receive up to \$25,000 per façade, in matching funds.

The Final Project Plan is amended to incorporate the following additional costs and projects on the list of approved proposed projects eligible for tax increment finance funds of the Zone, which will be allocated to as described herein:

Project No. 1: Commercial Façade Improvement Grant Program.

- Original Amount: \$32,000
- First Amended Amount 11-17-2009: \$57,000
- Second Amended Amount 12-22-2009: 82,000 (increased by \$25,000)
- Third Amended Amount 11-8-2011: \$123,000 (increased by \$41,000)
- Fourth Amended Amount. 05-15-2012: \$223,000 (increased by \$100,000)
- Fifth Amended Amount 08-30-13: \$323,000 (increased by \$100,000)
- Sixth Amended Amount 03-04-14: \$423,000 (increased by \$100,000)
- Seventh Amended Amount \$523,000 (increased by \$100,000)
- Eighth Amended Amount \$623,000 (increased by \$100,000)

Thirteenth Amendment:

The Thirteenth Amendment, by Ordinance No. 018645, dated March 21, 2017, and by recommendation of the TIRZ 5 Board, City Council terminated funding to Project No. 5: Improving Downtown through Strategic Investments (2012-2022): Tree String Lights, Wayfinding, and Streetscape / Tree Canopy. Project No. 5 was originally approved in

the Seventh Amendment to the Final project Plan and Reinvestment Zone Financing Plan, adopted via Ordinance 017861, dated August 28, 2012.

Additionally, this Thirteenth Amendment, by recommendation of the TIRZ 5 Board, City Council allocating \$263,000 in TIRZ 5 funding to the Father Rahm Street Improvement Project.

Fourteenth Amendment:

The Fourteenth Amendment, by Ordinance No. 018689, dated June 13, 2017, and by recommendation of the TIRZ Board, City Council approved additional funding in the amount of \$39,000 for eligible project costs for Project No. 1: Commercial Façade Improvement Grant Program. In partnership with the Downtown Management District (DMD), the City approved the administration and funding of a joint Downtown Commercial Façade Improvement Grant Program. The DMD will manage the program where TIRZ properties could receive up to \$25,000 per façade, in matching funds. These programs will also include “Signature Rooftop Signage” projects and “Target Area 2” projects; both of which will be eligible to receive funds according to the Interlocal Agreement, revised on May 16, 2017.

The TIRZ Board recommends and City Council has approved yearly allocations in the amount of \$75,000 beginning calendar year 2018 and continuing until TIRZ 5 Board recommends and City Council approves to cease the yearly allocations. The yearly allocations beginning in 2018 are subject to an available fund balance ceiling for the Commercial Façade Improvement Program of \$100,000. This ceiling cannot be exceeded in available fund for the matching grant held by the DMD. These funds will be used to service all projects which comprise the Commercial Façade Improvement Grant Program, pursuant to the Interlocal Agreement between the City of El Paso and DMD. Upon the termination of the Interlocal Agreement; the fund balance of the Commercial Façade Improvement Program will be returned to the TIRZ 5 Tax Increment Fund.

The Final Project Plan is amended to incorporate the following additional costs and projects on the list of approved proposed projects eligible for tax increment finance funds of the Zone, which will be allocated to as described herein:

Project No. 1: Commercial Façade Improvement Grant Program.

- Original Amount: \$32,000
- First Amended Amount 11-17-2009: \$57,000
- Second Amended Amount 12-22-2009: 82,000 (increased by \$25,000)
- Third Amended Amount 11-8-2011: \$123,000 (increased by \$41,000)
- Fourth Amended Amount. 05-15-2012: \$223,000 (increased by \$100,000)
- Fifth Amended Amount 08-30-13: \$323,000 (increased by \$100,000)
- Sixth Amended Amount 03-04-14: \$423,000 (increased by \$100,000)
- Seventh Amended Amount \$523,000 (increased by \$100,000)
- Eighth Amended Amount \$623,000 (increased by \$100,000)

- Twelfth Amended Amount \$723,000 (increased by \$100,000)
- Fourteenth Amended Amount \$762,000 (increased by \$39,000)

Fifteenth Amendment:

The Fifteenth Amendment, by Ordinance No. 018756 dated February 20, 2018, and by unanimous recommendation of the TIRZ Board. The Council approved funding in the amount of \$4,000,000 for eligible project costs for the Sun City Lights Paseo de las Luces project.

The Sun City Lights Paseo de las Luces project will extend along South El Paso Street from 6th Street north to San Antonio Street. It will consist of the installation of archways, new street furniture, full sidewalk replacements, the conversion of the street into a two-way traffic roadway, new traffic signals, new trees, the painting of existing light posts, upgraded irrigation, streetlights, new street furniture, tree-string lights, wayfinding signage, and 3 parklets. The project is scheduled to commence on January 29th 2018 and to be completed on October 31, 2018. The funds will be distributed as follows:

Collections Breakdown

- Principal and Interest: \$3.7M
- Capital Replacement: \$0.3M

Collections Schedule

Payment will be made in annual increments of \$210,526 beginning in 2018 and ending in 2036 for a total of 19 payments.

Sixteenth Amendment:

The Sixteenth Amendment by Ordinance No. 018940, dated July 9, 2019, and by unanimous recommendation of the TIRZ 5 Board, City Council approved the following:

- A. Funding in the amount of TWO MILLION SIX HUNDRED NINETY-FIVE THOUSAND AND NO/100 DOLLARS (\$2,695,000.00) for the addition of the Pioneer Plaza and Promenades Project, a public infrastructure streetscape and park improvement project located on W. Mills Ave. between N. Mesa St. and S. El Paso St., including Pioneer Plaza Park. The project will be a continuation of Paseo de las Luces, connecting San Jacinto Plaza to the International Bridge; create dedicated pedestrian paths to connect major downtown amenities; and renew Pioneer Plaza Park. Payment will be made in annual increments of TWO HUNDRED SIXTY-NINE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$269,500.00) beginning in FY20 and ending in FY29 for a total of ten (10) payments.
- B. Support and allocation of Zone funding through new property tax increment abatements and/or reimbursements for the following development projects subject

to the terms of an agreement approved by City Council between the City of El Paso and the respective project developer(s):

1. The redevelopment of the O.T. Bassett Tower located at 303 Texas Avenue as a new hotel (GID M47399901101700);
2. The redevelopment of the property at 108 South Stanton Street (GID: M47399903808900);
3. The redevelopment of the Plaza Hotel located at 106 Mills Avenue (GID: M47399900608100, M47399900601700, M47399901406100, and M47399901405100, M47399901404100);
4. The development of a new office building known as the West Star Tower located at (GID: H13299901700100); and
5. The redevelopment of the property located at 213 South El Paso Street (GID: M47399901501700).

Seventeenth Amendment:

The Seventeenth Amendment, by Ordinance No. 019021, dated February 4th, 2020 and with recommendation by the TIRZ Board, City Council approved additional funding in the amount of \$25,000 per year for eligible project costs for the DMD's Commercial Façade Improvement Grant Program. The additional \$25,000 per year increases the funding for eligible costs from \$75,000 per year to \$100,000 per year. City Council approved yearly allocations in the amount of \$100,000 to begin calendar year 2020.

By the Seventeenth Amendment, City Council also approved the allocation of Zone funding through new property tax increment abatements and/or reimbursements for the redevelopment of the property at 300 E. Main Street (GID: M47399901008100) subject to the terms of a development agreement approved by City Council between the City of El Paso and the respective project developer.

Eighteenth Amendment:

The Eighteenth Amendment, by Ordinance No. 019110, dated October 27, 2020 and with recommendation by the TIRZ Board meeting, City Council approved the following:

- A. To allocate up to five percent of annual Zone revenue to administrative costs

associated with management of the Zone;

- B. To allocate up to \$15,000.00 to update Downtown area wayfinding kiosk maps; and
- C. To allocate \$400,000.00 to the first phase of the downtown alleyway reactivation and street tree implementation project, including: 1) \$250,000.00 for Henry Trost improvements to promote connectivity and pedestrian activity along Henry Trost, between S. El Paso St. and S. Santa Fe St.; and 2) \$150,000.00 for street tree implementation to address street tree gaps and provide for a shaded circulation network in the downtown area.

Nineteenth Amendment:

The Nineteenth Amendment, by Ordinance No. 019152 dated March 16, 2021, and by unanimous recommendation of the TIRZ Board, City Council approved funding in the amount of up to \$150,000.00 to a downtown plan effort to support the development of a capital needs assessment.

Twentieth Amendment:

The Twentieth Amendment, by Ordinance No. 019211 dated August 3, 2021, and by recommendation of the TIRZ Board, City Council approved funding in the amount of \$100,000 for additional eligible project costs for Project No. 1: Commercial Façade Improvement Grant Program. In partnership with the Downtown Management District (DMD), the City approved the administration and funding of a joint Downtown Commercial Façade Improvement Grant Program. The DMD will manage the program where TIRZ properties could receive up to \$25,000 per façade, in matching funds.

Twenty-First Amendment:

The Twenty-First Amendment, by Ordinance No. _____ dated _____, 2022, and by recommendation of the TIRZ Board, City Council approved the allocation of Zone funding through new property tax increment abatements and/or reimbursements for the redevelopment of the property at 309 Mills Ave. (GID: M47399901004900) subject to the terms of a separate redevelopment agreement between the City of El Paso and the project developer(s).

Economic & International Development

Melissa Chaidez

Item 27

**Tax increment Reinvestment Zone #5
Amendment #21 to the Project &
Finance Plan**



Goal 1

Cultivate an environment
conductive to strong,
sustainable economic
development

1.7 Identify and develop plans for areas of
reinvestment and local partnership

Discussion and Action Item

An ordinance approving amendment number twenty-one to the project plan and reinvestment zone financing plan for tax increment reinvestment zone (TIRZ) number five, City of El Paso, Texas, to provide funding to the 309 MILLS, LLC improvement project of the property located at 309 Mills Avenue, 79901; subject to the execution of a separate agreement by and between the City of El Paso and the project developer(s); adopting said amendments as required by section 311.011(E) Texas Tax Code.

Tax Increment Reinvestment Zone No. 5 (Downtown)

On June 15, 2021, the Board recommended approval of the Zone's participation in the redevelopment of the property at 309 Mills Ave.

On December 14, 2021, City Council approved the participation in the redevelopment of this project.



Project Details

- The applicants of this project are proposing to invest a minimum of \$1,200,000 to renovate a blighted hotel (34 units)
- The redevelopment includes converting the upper floors to a standard hotel and rehabilitating the store front at the first floor
- The total proposed incentive is not to exceed \$58,636.
- Additional funding for façade and signage will be funded by DMD programs funded by the City



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 #: 21-1414, Version: 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

District 1

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

Planning and Inspections, 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 the following real property known as: Parcel 1: a portion of Tracts 4B, 4B1, 5A, 5A1, and 6, Laura E. Mundy Survey 237; Tracts 9B and 9B1, Laura E. Mundy Survey No. 238; and portion of Enchanted Hills Unit Five, City of El Paso, El Paso County, Texas, from R-MU (Residential Mixed Use) to R-5 (Residential) and, Parcel 2: a portion of Tracts 9B, 9B1, and 9B2, Laura E. Mundy Survey No. 238; and portion of Lots 2 thru 5, 9 thru 12, and 21 thru 24, Block 23, Enchanted Hills 5, City of El Paso, El Paso County, Texas, from R-3 (Residential), R-5/sp (Residential/special permit), and R-MU (Residential Mixed Use) to C-2 (Commercial); and, Parcel 3: a portion of Tract 9B2, Laura E. Mundy Survey No. 238, City of El Paso, El Paso County, Texas, from R-3 (Residential) to C-3 (Commercial), 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: Generally located north of Transmountain Road and east of Interstate 10

Applicant: Conde, Inc., PZRZ21-00024

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

AGENDA DATE: December 14, 2021
PUBLIC HEARING DATE: January 4, 2022

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Luis Zamora, (915) 212-1552

DISTRICT(S) AFFECTED: District 1

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 the following real property known as: Parcel 1: a portion of Tracts 4B, 4B1, 5A, 5A1, and 6, Laura E. Mundy Survey 237; Tracts 9B and 9B1, Laura E. Mundy Survey No. 238; and portion of Enchanted Hills Unit Five, City of El Paso, El Paso County, Texas, from R-MU (Residential Mixed Use) to R-5 (Residential) and, Parcel 2: a portion of Tracts 9B, 9B1, and 9B2, Laura E. Mundy Survey No. 238; and portion of Lots 2 thru 5, 9 thru 12, and 21 thru 24, Block 23, Enchanted Hills 5, City of El Paso, El Paso County, Texas, from R-3 (Residential), R-5/sp (Residential/special permit), and R-MU (Residential Mixed Use) to C-2 (Commercial); and, Parcel 3: a portion of Tract 9B2, Laura E. Mundy Survey No. 238, City of El Paso, El Paso County, Texas, from R-3 (Residential) to C-3 (Commercial), 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: Generally located north of Transmountain Road and east of Interstate 10
Applicant: Conde, Inc., PZRZ21-00024

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone Parcel 1 for proposed residential development and Parcel 2 and 3 for proposed commercial development. City Plan Commission recommended 9-0 to approve the proposed rezoning with conditions on November 4, 2021. As of December 7, 2021, the Planning Division has not received any communication in support or opposition to the rezoning request. See attached staff report for additional information.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Philip Etiwe

Revised 04/09/2021

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF THE FOLLOWING REAL PROPERTY KNOWN AS:

PARCEL 1: A PORTION OF TRACTS 4B, 4B1, 5A, 5A1, AND 6, LAURA E. MUNDY SURVEY 237; TRACTS 9B AND 9B1, LAURA E. MUNDY SURVEY NO. 238; AND PORTION OF ENCHANTED HILLS UNIT FIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM R-MU (RESIDENTIAL MIXED USE) TO R-5 (RESIDENTIAL) AND,

PARCEL 2: A PORTION OF TRACTS 9B, 9B1, AND 9B2, LAURA E. MUNDY SURVEY NO. 238; AND PORTION OF LOTS 2 THRU 5, 9 THRU 12, AND 21 THRU 24, BLOCK 23, ENCHANTED HILLS 5, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM R-3 (RESIDENTIAL), R-5/SP (RESIDENTIAL/SPECIAL PERMIT), AND R-MU (RESIDENTIAL MIXED USE) TO C-2 (COMMERCIAL); AND,

PARCEL 3: A PORTION OF TRACT 9B2, LAURA E. MUNDY SURVEY NO. 238, CITY OF EL PASO, EL PASO COUNTY, TEXAS, FROM R-3 (RESIDENTIAL) TO C-3 (COMMERCIAL), AND IMPOSING CONDITIONS.

THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of *Parcel 1: a portion of Tracts 4B, 4B1, 5A, 5A1, and 6, Laura E. Mundy Survey 237; Tracts 9B and 9B1, Laura E. Mundy Survey No. 238; and portion of Enchanted Hills Unit Five*, 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 Tracts 9B, 9B1, and 9B2, Laura E. Mundy Survey No. 238; and portion of Lots 2 thru 5, 9 thru 12, and 21 thru 24, Block 23, Enchanted Hills 5*, 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 3: a portion of Tract 9B2, Laura E. Mundy Survey No. 238*, 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-MU (RESIDENTIAL MIXED USE) TO R-5 (RESIDENTIAL); PARCEL 2: FROM R-3 (RESIDENTIAL), R-5/SP (RESIDENTIAL/SPECIAL PERMIT), AND R-MU (RESIDENTIAL MIXED USE) TO C-2 (COMMERCIAL); and PARCEL 3: FROM R-3 (RESIDENTIAL) TO C-3 (COMMERCIAL)**, 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 increase of use intensity generated by the change of zoning in order to protect the health, safety and welfare of the residents of the City:

1. *On Parcel 2, a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at thirty feet (30') on center along the property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.*
2. *That a detailed site development plan shall be reviewed and approved per the El Paso City Code prior to the issuance of building permits for Parcel 2.*
3. *That a detailed site development plan shall be reviewed and approved per the El Paso City Code prior to the issuance of building permits for Parcel 3.*

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.

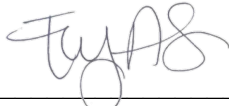
THE CITY OF EL PASO:

Oscar Leoser
Mayor

ATTEST:

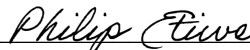
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Evy A. Sotelo
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning & Inspections Department

Prepared for: Southwest Land Development Services
August 9, 2021. (Parcel I)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Tracts 4B, 4B1, 5A, 5A1, and 6, Laura E. Mundy Survey 237; Tracts 9B and 9B1, Laura E. Mundy Survey No. 238; and portion of Enchanted Hills Unit Five as recorded in Clerks File No. 20210037543, Real Property Records of El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at a City of El Paso brass disk monument at the centerline intersection of Enchanted Path Drive and Enchanted Circle Dr., as shown on plat of Enchanted Hills Unit Three recorded in Clerks File No. 20210037543, Real Property Records of El Paso County, Texas, from which an existing brass disk City monument at the centerline intersection of Enchanted Pass Drive and Enchanted Park Drive bears, North 04°47'05" East a distance of 595.27 feet; Thence North 64°48'49" East a distance of 1241.03 feet to a point for THE "TRUE POINT OF BEGINNING";

Thence, North 03°12'44" East a distance of 242.18 feet to a set ½" rebar with cap marked TX 5152 on the westerly boundary line of Block 23 out of Enchanted Hills 5 recorded in Clerks File No. 20210037543, Real Property Records of El Paso County, Texas;

Thence along said boundary line, North 03°12'50" East a distance of 310.68 feet to a set ½" rebar with cap marked TX 5152;

Thence along said boundary line, North 14°04'05" East a distance of 195.56 feet to a set ½" rebar with cap marked TX 5152 on the southerly right of way line of Hunter Foster Drive;

Thence along said right of way line, 450.82 feet along the arc of a curve to the left, which has a radius of 1292.00 feet, a central angle of 19°59'33", a chord which bears North 82°57'16" West a distance of 448.54 feet to a set ½" rebar with cap marked TX 5152;

Thence along said right of way line, 598.55 feet along the arc of a curve to the right, which has a radius of 1358.00 feet, a central angle of 25°15'13", a chord which bears North 80°19'26" West a distance of 593.72 feet to a set ½" rebar with cap marked TX 5152;

Thence leaving said right of way, North 03°14'26" East a distance of 2803.92 feet to a set ½" rebar with cap marked TX 5152 point;

Thence, North 19°54'58" East a distance of 348.49 feet to a set ½" rebar with cap marked TX 5152;

Thence, North 03°14'26" East a distance of 1202.02 feet to a set ½" rebar with cap marked TX 5152 on the common line of Laura E. Mundy Surveys No. 234 and 237;

Thence along said line, South 86°47'10" East a distance of 2500.24 feet to a set ½" rebar with cap marked TX 5152 on the common line of Laura E. Mundy Surveys No. 234 and 245;

Thence along said line, South 03°12'50" West a distance of 875.00 feet to a set ½" rebar with cap marked TX 5152;

Thence leaving said line, North 86°47'10" West a distance of 790.06 feet to a set ½" rebar with cap marked TX 5152 for a point of curve;


Thence, 3239.16 feet along the arc of a curve to the left, which has a radius of 5250.00 feet, a central angle of 35°21'02", a chord which bears South 04°51'15" East a distance of 3188.03 feet to a set ½" rebar with cap marked TX 5152 for a point of reverse curve;

Thence, 878.35 feet along the arc of a curve to the right, which has a radius of 1250.00 feet, a central angle of 40°15'38", a chord which bears South 02°23'56" East a distance of 860.39 feet to a set ½" rebar with cap marked TX 5152;

Thence, South 17°43'53" West a distance of 621.01 feet to a set ½" rebar with cap marked TX 5152;

Thence, North 72°16'07" West a distance of 1226.61 feet to the "TRUE POINT OF BEGINNING" and containing 10,133,777 square feet or 232.64 acres of land more or less.

NOTE: A drawings of even date accompanies this description.


Ron R. Conde
R.P.L.S. No. 5152
Job# 621-10



METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Tracts 9B, 9B1, and 9B2, Laura E. Mundy Survey No. 238; and portion of lots 2 thru 5, 9 thru 12, and 21 thru 24, block 23, Enchanted Hills 5 as described in deed recorded in Clerks File No. 20210037543, Real property records of El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at a City of El Paso brass disk monument at the centerline intersection of Enchanted Path Drive and Enchanted Circle Dr., as shown on plat of Enchanted Hills Unit Three recorded in Clerks File No. 20210037543, Real Property Records of El Paso County, Texas, from which an existing brass disk City monument at the centerline intersection of Enchanted Pass Drive and Enchanted Park Drive bears, North 04°47'05" East a distance of 595.27 feet; Thence North 04°22'16" East a distance of 832.62 feet to a set ½" rebar with cap marked TX 5152 for THE "TRUE POINT OF BEGINNING";

Thence, North 03°12'50" East a distance of 15.00 feet to a set ½" rebar with cap marked TX 5152 for a point of curve;

Thence 139.90 feet along the arc of a curve to the right, which has a radius of 500.00 feet, a central angle of 16°01'53", a chord which bears North 11°13'46" East a distance of 139.44 feet to a set ½" rebar with cap marked TX 5152;

Thence 111.92 feet along the arc of a curve to the left, which has a radius of 400.00 feet, a central angle of 16°01'53", a chord which bears North 11°13'46" East a distance of 111.55 feet to a set ½" rebar with cap marked TX 5152;

Thence, North 03°12'50" East a distance of 216.72 feet to a set ½" rebar with cap marked TX 5152;

Thence 118.57 feet along the arc of a curve to the right, which has a radius of 400.00 feet, a central angle of 16°59'02", a chord which bears North 11°42'21" East a distance of 118.14 feet to a set ½" rebar with cap marked TX 5152;

Thence 9.57 feet along the arc of a curve to the left, which has a radius of 500.00 feet, a central angle of 01°05'48", a chord which bears North 19°38'58" East a distance of 9.57 feet to a point on the southerly right of way line on Hunter Foster Dr. as referenced on plat of Enchanted Hills Five recorded in Clerks File No. 20210037543, Real property records of El Paso County, Texas;

Thence along said right of way line the following 3 courses:

20.19 feet along the arc of a curve to the left, which has a radius of 1358.00 feet, a central angle of 00°51'07", a chord which bears South 67°16'16" East a distance of 20.16 feet to a set ½" rebar with cap marked TX 5152;

598.55 feet along the arc of a curve to the left, which has a radius of 1358.00 feet, a central angle of $25^{\circ}15'13''$, a chord which bears South $80^{\circ}19'26''$ East a distance of 593.72 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152;

450.82 feet along the arc of a curve to the right, which has a radius of 1292.00 feet, a central angle of $19^{\circ}59'33''$, a chord which bears South $82^{\circ}57'16''$ East a distance of 448.54 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152;

Thence leaving said right of way line and along the westerly line of Block 23, Enchanted Hills Unit Five, South $14^{\circ}04'05''$ West a distance of 195.56 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152;

Thence along said line, South $03^{\circ}12'50''$ West a distance of 310.68 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152;

Thence along said line, South $06^{\circ}33'45''$ West a distance of 103.69 feet to a set $\frac{1}{2}$ " rebar with cap marked TX 5152;

Thence leaving said line, North $81^{\circ}07'01''$ West a distance of 1047.91 feet to a point;

Thence, North $86^{\circ}47'10''$ West a distance of 26.00 feet to the "TRUE POINT OF BEGINNING" and containing 625,722.06 square feet or 14.365 acres of land more or less.

NOTE: A drawings of even date accompanies this description.


Ron R. Conde
R.P.L.S. No. 5152
Job# 621-10



METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Tract 9B2, Laura E. Mundy Survey No. 238, City of El Paso, el Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at a City of El Paso brass disk monument at the centerline intersection of Enchanted Path Drive and Enchanted Circle Dr., as shown on plat of Enchanted Hills Unit Three recorded in Clerks File No. 20210037543, Real Property Records of El Paso County, Texas, from which an existing brass disk City monument at the centerline intersection of Enchanted Pass Drive and Enchanted Park Drive bears, North 04°47'05" East a distance of 595.27 feet; Thence North 04°22'16" East a distance of 832.62 feet to a set ½" rebar with cap marked TX 5152 for THE "TRUE POINT OF BEGINNING";

Thence, North 86°47'10" West a distance of 551.09 feet to a point on the westerly right of way line of U.S. Interstate Highway No. 10;

Thence along said right of way line, North 03°14'26" East a distance of 310.68 feet to a point;

Thence leaving said right of way line, South 86°47'10" East a distance of 585.95 feet to a set ½" rebar with cap marked TX 5152;


Thence, South 03°12'50" West a distance of 47.13 feet to a set ½" rebar with cap marked TX 5152 for a point of curve;

Thence 111.92 feet along the arc of a curve to the right, which has a radius of 400.00 feet, a central angle of 16°01'53", a chord which bears South 11°13'46" West a distance of 111.55 feet to a set ½" rebar with cap marked TX 5152;

Thence 139.90 feet along the arc of a curve to the left, which has a radius of 500.00 feet, a central angle of 16°01'53", a chord which bears South 11°13'46" West a distance of 139.44 feet to a set ½" rebar with cap marked TX 5152;

Thence, South 03°12'50" West a distance of 15.00 feet to the "TRUE POINT OF BEGINNING" and containing 177,026.93 square feet or 4.064 acres of land more or less.

NOTE: A drawings of even date accompanies this description.


Ron R. Conde
R.P.L.S. No. 5152
Job# 621-10



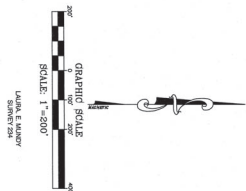
CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE SUITE 100 / EL PASO, TEXAS 79936 / (915) 592-0283 FAX (915) 592-0286
FIRM NO. 10078100

NOTES:
 1. ALL DIMENSIONS ARE IN FEET UNLESS OTHERWISE NOTED.
 2. A METERS AND BOWS RESPECTIVELY OF EACH DATE ACCOMPANIES THIS PLAN.

NEEDED LAND
 SURVEY 236
 TRACT 5

REZONING PLAN BEING A PORTION OF TRACTS 4B, 4B1, 5A, 5B, AND 6, LAURA E. MUNDY SURVEY 237, PORTION OF TRACTS 9B, 9B1, AND 9B2, LAURA E. MUNDY SURVEY 238, AND PORTION OF ENCHANTED HILLS UNIT FIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS

OWNER	PARCEL	AREA (SQ. FT.)	AREA (AC.)	BEARING	DISTANCE
LAURA E. MUNDY	1	1,000,000	22.96	N 10° 10' 00" E	100.00
LAURA E. MUNDY	2	1,000,000	22.96	N 10° 10' 00" E	100.00
LAURA E. MUNDY	3	1,000,000	22.96	N 10° 10' 00" E	100.00
LAURA E. MUNDY	4	1,000,000	22.96	N 10° 10' 00" E	100.00
LAURA E. MUNDY	5	1,000,000	22.96	N 10° 10' 00" E	100.00
LAURA E. MUNDY	6	1,000,000	22.96	N 10° 10' 00" E	100.00
LAURA E. MUNDY	7	1,000,000	22.96	N 10° 10' 00" E	100.00
LAURA E. MUNDY	8	1,000,000	22.96	N 10° 10' 00" E	100.00
LAURA E. MUNDY	9	1,000,000	22.96	N 10° 10' 00" E	100.00
LAURA E. MUNDY	10	1,000,000	22.96	N 10° 10' 00" E	100.00



LINE	LENGTH	BEARING
1	100.00	N 10° 10' 00" E
2	100.00	N 10° 10' 00" E
3	100.00	N 10° 10' 00" E

PARCEL	ACRES	PROPOSED ZONING	EXISTING ZONING
I	222.440	R-5	R-5
II	14.395	C-2	C-2
III	4.004	C-3	R-3

U.S. INTERSTATE HIGHWAY NO. 10
 (FROM MARKS 305-405)



THE STATE ENGINEER'S & LAND SURVEYOR'S SEAL, NO. 12345, IS IN COMPLIANCE WITH THE REQUIREMENTS OF THE TEXAS PROFESSIONAL LAND SURVEYOR ACT, CHAPTER 131, SUBCHAPTER A, ARTICLE 131.001, AND THE TEXAS PROFESSIONAL LAND SURVEYOR ACT, CHAPTER 131, SUBCHAPTER B, ARTICLE 131.002.

Northwestern, Hunter Foster, Enchanted Pass

City Plan Commission — November 4, 2021 **REVISED**



CASE NUMBER: PZRZ21-00024
CASE MANAGER: Luis Zamora, (915) 212-1552, ZamoraLF@elpasotexas.gov
PROPERTY OWNER: EP Transmountain Residential, LLC
REPRESENTATIVE: Conde, Inc.
LOCATION: Generally north of Transmountain Rd. and east of Interstate 10 (District 1)
PROPERTY AREA: 232.64 acres
REQUEST: Parcel 1: Rezone from R-MU (Residential Mixed Use) to R-5 (Residential);
Parcel 2: Rezone from R-3 (Residential), R-5/sp (Residential/special permit), and R-MU (Residential Mixed Use) to C-2 (Commercial);
Parcel 3: Rezone from R-3 (Residential) to C-3 (Commercial)
RELATED APPLICATIONS: None
PUBLIC INPUT: None received as of October 28, 2021

SUMMARY OF REQUEST: The applicant is requesting to rezone the subject property into three (3) different zoning districts. Parcel 1 is proposed to rezone from R-MU (Residential Mixed Use) to R-5 (Residential) for proposed residential development; Parcel 2 proposed to rezone from R-3 (Residential), R-5 (Residential), and R-MU (Residential Mixed Use) to C-2 (Commercial) for proposed commercial development; and Parcel 3 proposed to rezone from R-3 (Residential) to C-3 (Commercial) for proposed commercial development.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL WITH CONDITIONS** of the rezoning request as the proposed rezoning is in keeping with the policies of the G-4 Suburban (walkable) Land Use Designation of *Plan El Paso*, the City's adopted Comprehensive Plan. The conditions are the following:

1. On Parcel 2, a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at fifteen feet (15') on center along the property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.
2. That a detailed site development plan shall be reviewed and approved per the El Paso City Code prior to the issuance of building permits for Parcel 2.
3. That a detailed site development plan shall be reviewed and approved per the El Paso City Code prior to the issuance of building permits for Parcel 3.

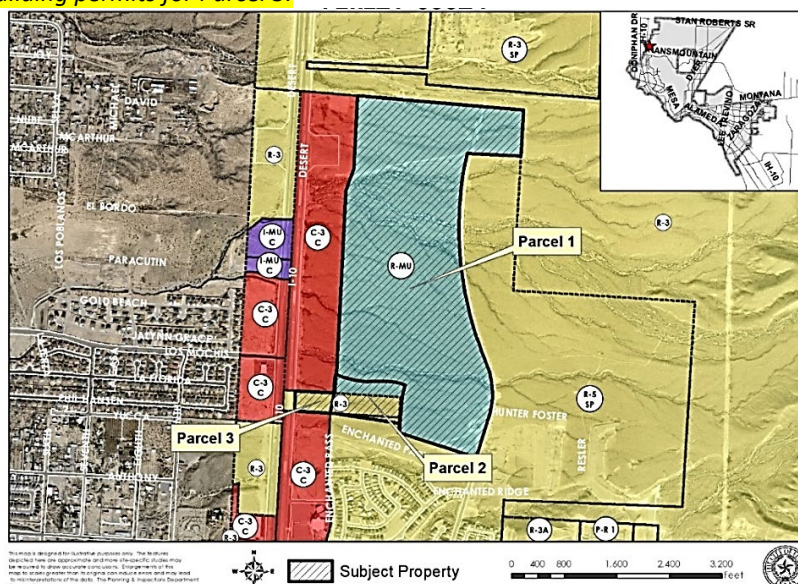


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone the subject property into three (3) different zoning districts. Parcel 1 is proposed to rezone from R-MU (Residential Mixed Use) to R-5 (Residential) for proposed residential development; Parcel 2 proposed to rezone from R-3 (Residential), R-5/sp (Residential/special permit), and R-MU (Residential Mixed Use) to C-2 (Commercial) for proposed commercial development; and Parcel 3 proposed to rezone from R-3 (Residential) to C-3 (Commercial) for proposed commercial development. The property consists of 232.64 acres.

PREVIOUS CASE HISTORY: Ordinance No. 16948, dated July 29, 2008, rezoned portions of the subject property into C-3 (Commercial), R-5/sp (Residential/special permit), and R-MU (Residential Mixed Use). Additionally, a Master Zoning Plan was approved for the R-MU (Residential Mixed Use) properties and conditions were imposed for the C-3 (Commercial) zoned properties. The conditions are the following:

- *A detailed site development plan shall be reviewed approved per the El Paso City Code prior to the issuance of building permits.*
- *A ten (10) foot landscaped buffer be placed abutting all residential uses.*

Additionally, the Enchanted Hills Land Study (SUB08-00038) was approved by City Plan Commission on June 5, 2008. The approved Land Study proposed to develop the area into multiple commercial and residential developments with a portion of Parcel 2 and Parcel 3 not having been part of such study.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The subject property is proposed to be developed into residential and commercial developments. Surrounding properties are undeveloped with abutting properties to the north and east zoned R-3 and R-5 (Residential). Properties to the south are zoned R-3 and R-5 (Residential), with a portion zoned C-3 (Commercial) along I-10. Properties to the west are zoned C-3 (Commercial). Proposed commercial developments will have access to North Desert Boulevard, which is designated as a major arterial, and to the proposed Hunter Foster Drive, which is designated as a proposed collector as per El Paso's Major Thoroughfare Plan (MTP). Proposed residential developments will have access to the existing and proposed extension of Northwestern Drive, which is designated and proposed to continue as a collector per the MTP. The classification of these roads are appropriate for the proposed developments.

COMPLIANCE WITH PLAN EL PASO/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with Plan El Paso, consider the following factors:	
Criteria	Does the Request Comply?
<p>Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property:</p> <p>G-4, Suburban (Walkable): This sector applies to modern single-use residential subdivisions and office parks, large schools and parks, and suburban shopping centers. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p>	<p>Yes. The subject property is proposed to be developed into residential and commercial developments, which are in character with the future land use designation of Plan El Paso.</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>R-5 (Residential): The purpose of this 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>C-2 (Commercial) & C-3 (Commercial): The purpose of these districts is to accommodate establishments providing goods or rendering services which are used in support of the community's trade and service establishments and serving multi-neighborhoods within a planning area of the city. The regulations of the districts will permit intensities designed to be compatible with each other and to provide for a wide range of types of commercial activity, including light automobile related uses.</p>	<p>Yes. The proposed C-3 (Commercial) and R-5 (Residential) zoning districts are the same as the adjacent zoning districts. The proposed C-2 (Commercial) zoning district will be adjacent to C-3 (Commercial) and be of lower intensity as it will abut residential. The proposed residential and commercial developments are in character with the spirit of the R-5 (Residential), C-2 (Commercial), and C-3 (Commercial) zone districts.</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. Proposed commercial developments will have access to North Desert Boulevard, which is designated as a major arterial, and to the proposed Hunter Foster Drive, which is designated as a proposed collector as per El Paso's MTP. Proposed residential developments will have access to the existing and proposed extension of Northwestern Drive, which is designated and proposed to continue as a collector per the MTP. The classification of these roads are appropriate for the proposed developments.</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 property lies within the Hillside Development Area. The Open Space Advisory Board (OSAB) recommended approval of the rezoning on October 13, 2021.</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 by the rezoning of the subject property.</p>
<p>Natural Environment: Anticipated effects on the natural environment.</p>	<p>The subject property lies within the Hillside Development Area. There are no anticipated effects on the natural environment. Furthermore, the Open Space Advisory Board (OSAB) recommended approval of the rezoning on October 13, 2021.</p>
<p>Stability: Whether the area is stable or in transition.</p>	<p>The area is in transition as is currently under development. It is expected to be developed into a residential subdivisions along Northwestern Drive and as commercial developments along Interstate 10.</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:

Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	None
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ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: Proposed commercial developments will have access to North Desert Boulevard, which is designated as a major arterial, and to the proposed Hunter Foster Drive, which is designated as a proposed collector as per El Paso’s MTP. Proposed residential developments will have access to the existing and proposed extension of Northwestern Drive, which is designated and proposed to continue as a collector per the MTP. The classification of these roads are appropriate for the proposed developments. Additionally, the subject property will need to provide adequate infrastructure at the time of platting and prior to development.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments from reviewing departments.

PUBLIC COMMENT: The property does not lie within any neighborhood associations. Public notices were mailed to property owners within 300 feet on October 20, 2021. Staff has received no communication in support nor opposition to the rezoning request as of October 28, 2021.

RELATED APPLICATIONS: None.

CITY PLAN COMMISSION OPTIONS:

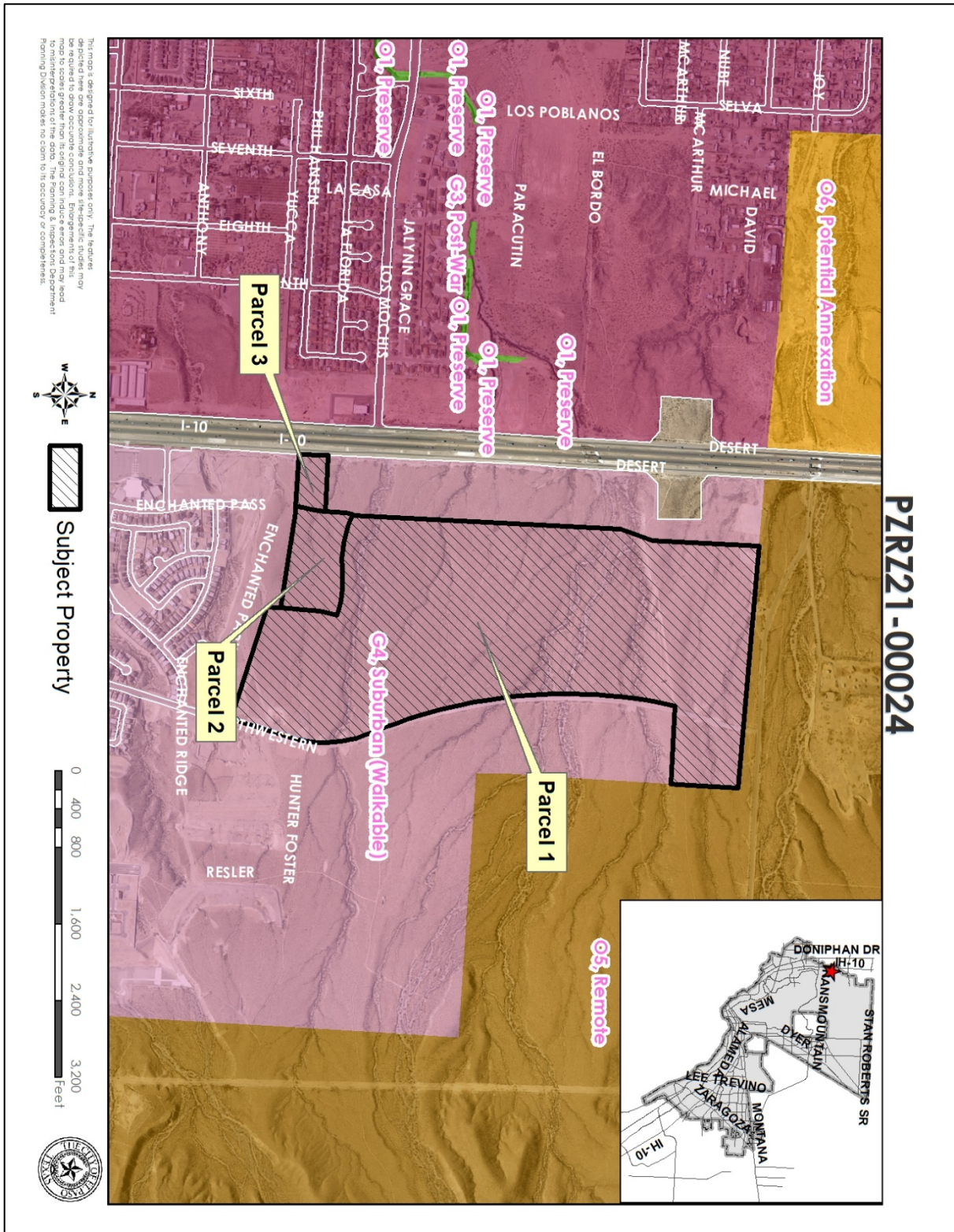
The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan.
2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan. (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.

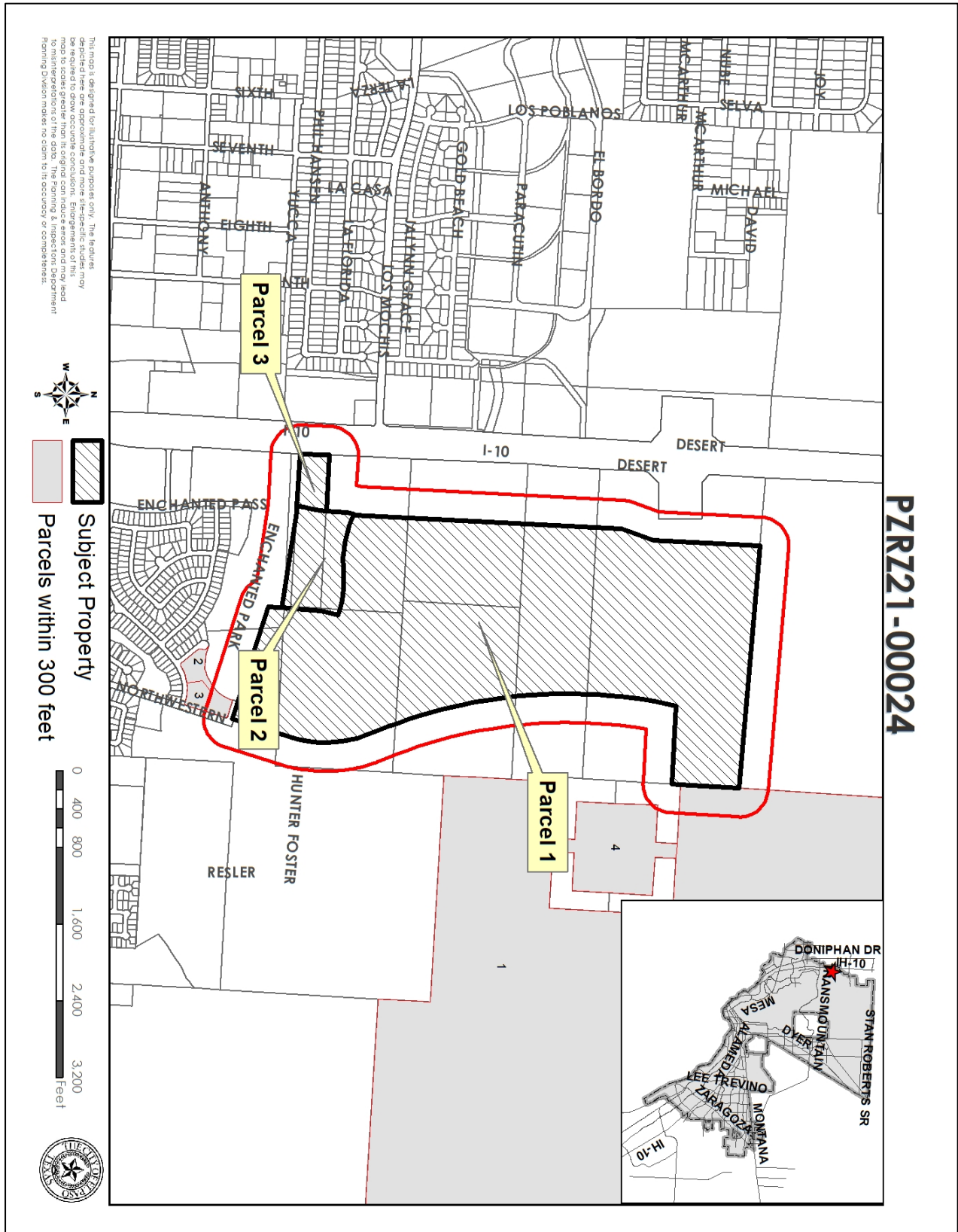
ATTACHMENTS:

1. Future Land Use Map
2. Neighborhood Notification Boundary Map
3. Generalized Plot Plan
4. Department Comments
5. Ordinance No. 16948

ATTACHMENT 1



ATTACHMENT 2



[illegible]

ATTACHMENT 4

Planning and Inspections Department - Planning Division

Recommend approval.

Planning and Inspections Department – Plan Review & Landscaping Division

Recommend approval.

Planning and Inspections Department – Land Development

No objections to proposed rezoning.

Fire Department

Recommend approval. No adverse comments.

Police Department

No comments received.

Environment Services

No adverse comments.

Streets and Maintenance Department

No further objections since a TIA was previously completed for this case and an update is not required.

Sun Metro

Recommend approval. No objections.

El Paso Water Utilities

EPWater-PSB does not object to this request.

The subject property is located within the City of El Paso Westside Impact Fee Service Area. Impact fees will be assessed at the time of plat and collected after the El Paso Water receives an application for water and/or sanitary sewer services.

Water and sanitary sewer main extensions within Enchanted Hills Unit Five must be installed and Final Acceptance must be issued before mains are available for extension.

Water:

A 16-inch diameter water transmission main is to be constructed within a PSB easement east of and parallel to Desert Blvd North. EPWater requests for the owner to coordinate so that the required water main is installed ahead of or in parallel with development.

Water service can be made available to the subdivision up to elevation 4060 (PSB Datum). Water pressure between 35-psi and 50-psi is anticipated between ground elevation 4,094-feet and 4,060-feet. (PSB Datum).

Sanitary Sewer:

A 15-inch diameter sanitary sewer main is to be constructed within a PSB easement east of and parallel to Desert Blvd North. EPWater requests for the owner to coordinate so that the required water main is installed ahead or in parallel with development.

General:

Water and sewer main extensions will be required within the proposed Subdivision. Water and sanitary sewers mains are to be extend along a PSB easement or a dedicated street. Water mains are to be extended creating a looped system. Owner is responsible for all main extension costs.

EPWater requires a new service application to provide additional services to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater:

No objections to the rezoning proposal.

El Paso County 911 District

No comments received.

Texas Department of Transportation

No comments received.

El Paso County Water Improvement District #1

Not within the boundaries of EPCWID1.

ATTACHMENT 5

(See next pages)

106
151/14

CITY CLERK DEPT.

08 JUL 30 AM 8:50

ORDINANCE NO. 016948

AN ORDINANCE CHANGING THE ZONING OF THE FOLLOWING REAL PROPERTY DESCRIBED AS:

PARCEL 1: A PORTION OF TRACTS 8, 9A, 9B1 AND 9C, LAURA E. MUNDY SURVEY NO. 238, CITY OF EL PASO, EL PASO COUNTY, TEXAS, BE CHANGED FROM R-3 (RESIDENTIAL) TO C-3 (COMMERCIAL) AND IMPOSING CONDITIONS; AND,

PARCEL 2: A PORTION OF TRACTS 8, 9A, 9B1 AND 9C, LAURA E. MUNDY SURVEY NO. 238, AND A PORTION OF TRACTS 5A, 5B AND 6, LAURA E. MUNDY SURVEY NO. 237 AND A PORTION OF NELLIE D. MUNDY SURVEY NO. 244, CITY OF EL PASO, EL PASO COUNTY, TEXAS, BE CHANGED FROM R-3 (RESIDENTIAL) TO R-5 (RESIDENTIAL) AND FROM R-3/SP (RESIDENTIAL/SPECIAL PERMIT) TO R-5/SP (RESIDENTIAL/SPECIAL PERMIT); AND,

PARCEL 3: A PORTION OF TRACTS 9A, 9B1 AND 9B, LAURA E. MUNDY SURVEY NO. 238 AND A PORTION OF TRACT 4B, 4B1, 5A, 5B AND 6, LAURA E. MUNDY SURVEY NO. 237, CITY OF EL PASO, EL PASO COUNTY, TEXAS, BE CHANGED FROM R-3 (RESIDENTIAL) TO R-MU (RESIDENTIAL MIXED USE) AND APPROVING A MASTER ZONING PLAN; AND,

PARCEL 4: A PORTION OF TRACTS 9B, LAURA E. MUNDY SURVEY NO. 238, AND A PORTION OF TRACTS 4A, 4B, 4B1, AND 6, LAURA E. MUNDY SURVEY NO. 237 CITY OF EL PASO, EL PASO COUNTY, TEXAS, BE CHANGED FROM R-3 (RESIDENTIAL) TO C-3 (COMMERCIAL) AND IMPOSING CONDITIONS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

That the zoning of the following property be changed as described below within the meaning of the zoning ordinance and that the zoning map of the City of El Paso be revised accordingly:

Parcel 1: *A portion of Tracts 8, 9A, 9B1 and 9C, Laura E. Mundy Survey No. 238, El Paso County, Texas, and more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference, be changed from R-3 (Residential) to C-3 (Commercial) and imposing conditions; and,*

Parcel 2: A portion of Tracts 8, 9A, 9B1 and 9C, Laura E. Mundy Survey No. 238, and a portion of Tracts 5A, 5B and 6, Laura E. Mundy Survey No. 237 and a portion of Nellie D. Mundy Survey No. 244, City of El Paso, El Paso County, Texas, and more particularly described by metes and bounds on the attached Exhibit "B", incorporated by reference, be changed from **R-3 (Residential)** to **R-5 (Residential)** and from **R-3/sp (Residential/special permit)** to **R-5/sp (Residential/special permit)**; and,

Parcel 3: A portion of Tracts 9A, 9B1, and 9B, Laura E. Mundy Survey No. 238, and a portion of Tracts 4B, 4B1, 5A, 5B, and 6, Laura E. Mundy Survey No. 237, City of El Paso, El Paso County, Texas, and more particularly described by metes and bounds on the attached Exhibit "C", incorporated by reference, be changed from **R-3 (Residential)** to **R-MU (Residential Mixed Use)** and approving a Master Zoning Plan, included as Exhibit "E" to this Ordinance; and,

Parcel 4: A portion of Tracts 9B, Laura E. Mundy Survey No. 238, and a portion of Tracts 4A, 4B, 4B1, and 6, Laura E. Mundy Survey No. 237, City of El Paso, El Paso County, Texas, and more particularly described by metes and bounds on the attached Exhibit "D", incorporated by reference, be changed from **R-3 (Residential)** to **C-3 (Commercial)** and imposing conditions.

Further, that the property described above be subject to the following conditions which are necessitated by and attributable to the increased density of use generated by the change of zoning in order to protect the health, safety and welfare of the adjacent property owners and the residents of this City:


Parcels 1 and 4

A detailed site development plan shall be reviewed approved per the El Paso City Code prior to the issuance of building permits.


A ten (10) foot landscaped buffer be placed abutting all residential uses.

PASSED AND APPROVED this 29th day of July, 2008.

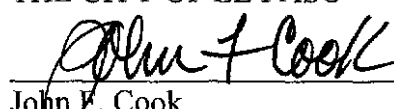
ATTEST:


Richarda Duffy Momsen
City Clerk

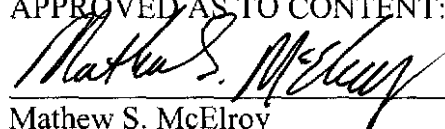
APPROVED AS TO FORM:


Lupe Cuellar
Assistant City Attorney

THE CITY OF EL PASO


John F. Cook
Mayor

APPROVED AS TO CONTENT:


Mathew S. McElroy
Deputy Director – Planning
Development Services Department

CITY CLERK DEPT.
08 JUL 30 AM 8:50

Exhibit "A"

Parcel 1 (C-4)

Being a **42.11 acre** portion of Tracts 8, 9A, 9B1, and 9C,
Laura E. Mundy Survey #238,
City of El Paso, El Paso County, Texas,
February 15, 2008

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a **42.11 acre** portion of Tracts 8, 9A, 9B1, and 9C, Laura E. Mundy Survey #238, 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 2" pipe held for the southeast corner of Laura E. Mundy Survey #238 and the northeast corner of Nellie D. Mundy Survey #239, from which a found 1" pipe held for the southeast corner of Nellie D. Mundy Survey #239 bears South 00°00'02" West a distance of 4,100.21 feet, a found 1" pipe held for the northeast corner of Laura E. Mundy Survey #238 bears North 00°00'02" East a distance of 4,047.02 feet, and a found 1" pipe held for the northwest corner of Nellie D. Mundy Survey #244 bears North 00°00'02" East a distance of 4,790.13 feet; Thence with the common line of Surveys #239 and #238, North 89°59'58" West a distance of 2,654.05 feet to the **"TRUE POINT OF BEGINNING"**.

Thence continuing along said line, **North 89°59'58" West** a distance of **599.59** feet to a point at the westerly right of way line of U.S. Highway No. 10;

Thence with said right of way, **North 00°01'47" East** a distance of **1,091.00** feet to a point of inverse;

Thence with said right of way, **North 07°09'17" East** a distance of **201.56** feet to a point of inverse;

Thence with said right of way, **North 00°01'47" East** a distance of **1,789.53** feet to a point the southwest corner of Tract 9B2;

Thence along a line common to said Tract 9B2 and Tract 9B1, **North 89°59'55" East** a distance of **559.44** feet to a point;

Thence leaving said common line, **South 00°01'37" West** a distance of **960.78** feet to a point of curvature;

Thence, **243.55** feet along the arc of a curve to the left which has a radius of **750.00** feet, a central angle of **18°36'21"**, a tangent of 122.86 feet, and a chord which bears South 09°16'33" East a distance of 242.48 feet to a point of tangency;

Thence, **South 18°34'44" East** a distance of **34.63** feet to a point of curvature;

Exhibit "A"

Thence, **567.48** feet along the arc of a curve to the right which has a radius of **1,000.00** feet, a central angle of **32°30'51"**, a tangent of 291.61 feet, and a chord which bears South 02°19'18" East a distance of 559.90 feet to a point of tangency;

Thence, **South 13°56'07" West** a distance of **120.12** feet to a point of curvature;


Thence, **242.75** feet along the arc of a curve to the left which has a radius of **1,000.00** feet, a central angle of **13°54'31"**, a tangent of 121.98 feet, and a chord which bears South 06°58'52" West a distance of 242.16 feet to a point of tangency;

Thence, **South 00°01'36" West** a distance of **931.24** feet to **"TRUE POINT OF BEGINNING"** and containing in all **1,834,203 square feet** or **42.11 acres** of land more or less.

A Zoning Map dated February 15, 2008 accompanies this metes and bounds description.

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Ron R. Conde
R.P.L.S. No. 5152

job 1207-76

CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283

Exhibit "B"

Parcel 2 (R-5)

Being a portion of Tracts 8, 9A, 9B1, and 9C,
Laura E. Mundy Survey #238, and
A portion of Tracts 5A, 5B, and 6,
Laura E. Mundy Survey #237, and
A portion of Nellie D. Mundy Survey #244,
City of El Paso, El Paso County, Texas,
February 15, 2008

CITY OF EL PASO
COUNTY CLERK
JAN 22 2008

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Tracts 8, 9A, 9B1, and 9C, Laura E. Mundy Survey #238, and a portion of Tracts 5A, 5B, and 6, Laura E. Mundy Survey #237, and a portion of Nellie D. Mundy Survey #244, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

The **"TRUE POINT OF BEGINNING"** being a found 2" pipe held for the southeast corner of Laura E. Mundy Survey #238 and the northeast corner of Nellie D. Mundy Survey #239, from which a found 1" pipe held for the southeast corner of Nellie D. Mundy Survey #239 bears South 00°00'02" West a distance of 4,100.21 feet, a found 1" pipe held for the northeast corner of Laura E. Mundy Survey #238 bears North 00°00'02" East a distance of 4,047.02 feet, and a found 1" pipe held for the northwest corner of Nellie D. Mundy Survey #244 bears North 00°00'02" East a distance of 4,790.13 feet;

Thence with the common line of Surveys #239 and 238, **North 89°59'58" West** a distance of **2,654.05** feet to a point;

Thence leaving said line, **North 00°01'36" East** a distance of **931.24** feet to a point of curvature;

Thence, **242.75** feet along the arc of a curve to the right which has a radius of **1,000.00** feet, a central angle of **13°54'31"**, a tangent of 121.98 feet, and a chord which bears North 06°58'52" East a distance of 242.16 feet to a point of tangency;

Thence, **North 13°56'07" East** a distance of **120.12** feet to a point of curvature;

Thence, **567.48** feet along the arc of a curve to the left which has a radius of **1,000.00** feet, a central angle of **32°30'51"**, a tangent of 291.61 feet, and a chord which bears North 02°19'18" West a distance of 559.90 feet to a point of tangency;

Thence, **North 18°34'44" West** a distance of **34.63** feet to a point of curvature;

Thence, **243.55** feet along the arc of a curve to the right which has a radius of **750.00** feet, a central angle of **18°36'21"**, a tangent of 122.86 feet, and a chord which bears North 09°16'33" West a distance of 242.48 feet to a point of tangency;

Thence, **North 00°01'37" East** a distance of **960.78** feet to a point at the south line of Tract 9B2;

Thence along a line common to said Tract 9B2 and Tract 9B1, **North 89°59'55" East** a distance of **1,065.94** feet to a point at the southeast corner of Tract 9B2;

Thence leaving said line, **South 00°00'05" East** a distance of **242.13** feet to a point;

Thence, **South 75°28'56" East** a distance of **1,226.61** feet to a point;

Thence, **North 14°31'04" East** a distance of **621.01** feet to a point of curvature;

Exhibit "B"

Thence, **878.36** feet along the arc of a curve to the left which has a radius of **1,250.00** feet, a central angle of **40°15'39"**, a tangent of 458.18 feet, and a chord which bears North 05°36'46" West a distance of 860.39 feet to a point of reverse curvature;

Thence, **3239.16** feet along the arc of a curve to the right which has a radius of **5,250.00** feet, a central angle of **35°21'02"**, a tangent of 1672.99 feet, and a chord which bears North 08°04'04" West a distance of 3188.03 feet to a point;

Thence, **South 89°59'59" East** a distance of **790.09** feet to a point at a line common to Laura E. Mundy Survey #237 and Nellie D. Mundy Survey #245;

Thence with said common line, **South 00°00'05" East** a distance of **2,354.76** feet to a found 1" pipe held for the northwest corner of Nellie D. Mundy Survey #244 and the southwest corner of Nellie D. Mundy Survey #245;

Thence with the common line of said Surveys #244 and #245, **North 89°59'36" East** a distance of **2,371.12** feet to a found 1 ½" pipe held for the northeast corner of Nellie D. Mundy Survey #244;

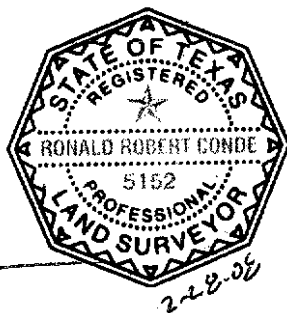
Thence with the east line of said Survey #244, **South 00°00'19" West** a distance of **3,122.87** feet to a found 1" pipe held for the southeast corner of the northerly 170 acres of Nellie D. Mundy Survey #244 as referenced by that parcel described in Book 2354, Page 1678, recorded with the El Paso County Real Property Records;

Thence with the south line said parcel, **South 89°59'35" West** a distance of **2,370.86** feet to a point at a line common to Nellie D. Mundy Survey #244 and Laura E. Mundy Survey #238, from which a found 1 ½" pipe bears North 89°59'35" East a distance of 0.23 feet;

Thence with said common line, **South 00°00'02" West** a distance of **1,667.24** feet to **"TRUE POINT OF BEGINNING"** and containing in all **17,578,546 square feet** or **403.55 acres** of land more or less.

A Zoning Map dated February 15, 2008 accompanies this metes and bounds description.

EX-100-2008-0041
03 JUN 03 PM 12:06



job 1207-76

Ron R. Conde
R.P.L.S. No. 5152

CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283

Exhibit "C"

Parcel 3 (RMU)

Being a portion of Tracts 9A, 9B1, and 9B,
Laura E. Mundy Survey #238, and
a portion of Tracts 4B, 4B1, 5A, 5B, and 6,
Laura E. Mundy Survey #237,
City of El Paso, El Paso County, Texas,
February 15, 2008

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Tracts 9A, 9B1, and 9B, Laura E. Mundy Survey #238, and a portion of Tracts 4B, 4B1, 5A, 5B, and 6, Laura E. Mundy Survey #237, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

The **"TRUE POINT OF BEGINNING"** being a found $\frac{5}{8}$ " rebar with cap "TX 4869" at the northeast corner of Laura E. Mundy Survey #237 and the southeast corner of Laura E. Mundy Survey #234, from which a found 1" pipe held for the northwest corner of Nellie D. Mundy Survey #244 bears North 00°00'02" East a distance of 4,790.13 feet;

Thence with the east line of said Survey #237, **South 00°00'05" East** a distance of **875.00** feet to a point;

Thence leaving said survey line, **North 89°59'59" West** a distance of **790.09** feet to a point on a curve;

Thence, **3,239.16** feet along the arc of a curve to the left which has a radius of **5,250.00** feet, a central angle of **35°21'02"**, a tangent of 1672.99 feet, and a chord which bears South 08°04'04" East a distance of 3188.03 feet to a point of reverse curvature;

Thence, **878.36** feet along the arc of a curve to the right which has a radius of **1,250.00** feet, a central angle of **40°15'39"**, a tangent of 458.18 feet, and a chord which bears South 05°36'46" East a distance of 860.39 feet to a point of tangency;

Thence, **South 14°31'04" West** a distance of **621.01** feet to a point;

Thence, **North 75°28'56" West** a distance of **1,226.61** feet to a found $\frac{1}{2}$ " rebar with cap "TX 2027" at the northeast corner of Tract 9B2 and the southeast corner of Tract 9B;

Thence along a line common to said Tracts 9B2 and Tract 9B, **North 00°00'05" West** a distance of **552.81** feet to a point;

Exhibit "C"

Thence leaving said line, **South 89°59'55" West** a distance of **1,000.78** feet to a point;

Thence, **North 00°01'37" East** a distance of **3,092.86** feet to a point;

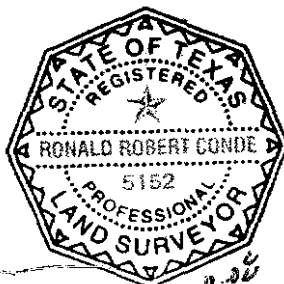
Thence, **North 16°42'09" East** a distance of **348.49** feet to a point;


Thence, **North 00°01'37" East** a distance of **1,201.94** feet to a point at a line common to Laura E. Mundy Survey #237 and Laura E. Mundy Survey #234;

Thence with said common line, **North 89°59'55" East** a distance of **2,500.24** feet to **"TRUE POINT OF BEGINNING"** and containing in all **10,366,445** square feet or **237.98** acres of land more or less.

A Zoning Map dated February 15, 2008 accompanies this metes and bounds description.

CITY OF EL PASO
COUNTY CLERK
1-24-09 11:12:05




Ron R. Conde
R.P.L.S. No. 5152

Job 1207-76

CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283

Exhibit "D"

Parcel 4 (C-4)

Being a portion of Tracts 9B,
Laura E. Mundy Survey #238, and
a portion of Tracts 4A, 4B, 4B1, and 6,
Laura E. Mundy Survey #237,
City of El Paso, El Paso County, Texas,
February 15, 2008

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Tracts 9B, Laura E. Mundy Survey #238, and a portion of Tracts 4A, 4B, 4B1, and 6, Laura E. Mundy Survey #237, 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 $\frac{3}{8}$ " rebar with cap "TX 4869" at the northeast corner of Laura E. Mundy Survey #237 and the southeast corner of Laura E. Mundy Survey #234, from which a found 1" pipe held for the northwest corner of Nellie D. Mundy Survey #244 bears North 00°00'02" East a distance of 4,790.13 feet; Thence along a line common to Laura E. Mundy Survey #237 and Laura E. Mundy Survey #234, South 89°59'55" West a distance of 2,500.24 feet to the **"TRUE POINT OF BEGINNING"**.

Thence leaving said line, **South 00°01'37" West** a distance of **1,201.94** feet to a point;

Thence, **South 16°42'09" West** a distance of **348.49** feet to a point;

Thence, **South 00°01'37" West** a distance of **3,092.86** feet to a point at a line common to Tracts 9B2 and Tract 9B;

Thence with said common line, **South 89°59'55" West** a distance of **624.42** feet to a point at the westerly right of way line of U.S. Highway No. 10;

Thence with said right of way, **North 00°01'47" East** a distance of **100.41** feet to a point;

Thence with said right of way, **North 07°05'43" West** a distance of **201.56** feet to a point;

Thence with said right of way, **North 00°01'47" East** a distance of **3,025.86** feet to a point;

Thence with said right of way, **North 45°01'47" East** a distance of **141.42** feet to a found 4"x 4" concrete TX.D.O.T right of way marker;

Exhibit "D"

Thence with said right of way, **South 89°58'13" East** a distance of **375.00** feet to a found 4"x 4" concrete TX.D.O.T right of way marker;

Thence with said right of way, **North 00°01'47" East** a distance of **550.15** feet to a found 4"x 4" concrete TX.D.O.T right of way marker;

Thence with said right of way, **North 89°58'13" West** a distance of **375.00** feet to a found 4"x 4" concrete TX.D.O.T right of way marker;


Thence with said right of way, **North 44°58'13" West** a distance of **141.42** feet to a found 4"x 4" concrete TX.D.O.T right of way marker;

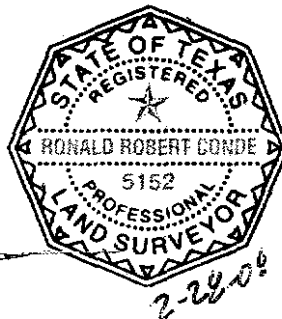
Thence with said right of way, **North 00°01'47" East** a distance of **552.15** feet to a point at the intersection of said right of way line with the common line of Laura E. Mundy Survey #237 and Laura E. Mundy Survey #234;

Thence with said common line, **North 89°59'55" East** a distance of **749.20** feet to **"TRUE POINT OF BEGINNING"** and containing in all **2,865,943** square feet or **65.79** acres of land more or less.

A Zoning Map dated revised February 15, 2008 accompanies this metes and bounds description.

FILED
06 JUN 30 PM 12:06


Ron R. Conde
R.P.L.S. No. 5152



job 1207-76

CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283

Exhibit "E"

ENCHANTED HILLS MASTER ZONING PLAN

Date: February 18, 2008

b. To encourage the following: mixture of housing types and densities, preserve open space areas, provide multi-modal form of transportation (pedestrian friendly), mixed use (residential, office, commercial), and to provide form and continuity of building and street scapes.

The 2025 El Paso Comprehensive Plan designates this area as Mixed-Use and a portion as Industrial. The proposed Enchanted Hills Master Plan does Relationship to Comprehensive designate the I-10 Frontage as Heavy Commercial / Industrial, then the Mixed Use area, transitioned to and Single Family as we move toward the Franklin Plan: Mountains.

	Proposed Land Use	Percent of Development	Density	Lot Sizes	Lot Coverage	Yard Setbacks	Building Height	Buffers	Phase	Timing
1.00	Agricultural	n/a								
	Veterinary Treatment (Small)		n/a	1/2 Acre Minimum	50%	10' Front / 10' Side	25' Maximum	Landscape Only	10	10 years
2.00	Commercial Storage:	n/a								
	Self Storage		n/a	1/2 Acre Minimum	75%	n/a	25' Maximum	Landscape Only	10	10 years
3.00	Educational:	1%								
	Art Gallery		n/a	n/a	75%	n/a	45' Maximum	n/a	10	10 years
	Child Care Facility		n/a	1/2 Acre Minimum	50%	n/a	25' Maximum	n/a	5	5 years
	Church		n/a	1 Acre Minimum	50%	20' Front / 10' Side / 20' Rear	45' Maximum	Landscape Only	10	10 years
	Community Recreational Center		n/a	1 Acre Minimum	50%	n/a	45' Maximum	Landscape Only	10	10 years
	Library / Museum		n/a	1/2 Acre Minimum	75%	n/a	45' Maximum	n/a	10	10 years
	School		n/a	5 Acre Minimum	50%	20' Front / 10' Side / 20' Rear	45' Maximum	Landscape Only	10	10 years
4.00	Office	3%								
	Bank / ATM		n/a	1/2 Acre Minimum	75%	20' Rear	25' Maximum	Landscape Only	5	5 years
	Offices (Business, Medical, Professional)		n/a	n/a	75%	n/a	45' Maximum	n/a	5	5 years
	Studio (Dance/Music/Photography)		n/a	n/a	75%	n/a	45' Maximum	n/a	5	5 years
6.00	Medical	2%								
	Clinic		n/a	n/a	75%	n/a	25' Maximum	Landscape Only	10	10 years
	Drug Store/Pharmacy		n/a	n/a	75%	n/a	25' Maximum	Landscape Only	5	5 years

POOR QUALITY ORIGINAL
BEST AVAILABLE IMAGE

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ENCHANTED HILLS MASTER ZONING PLAN

Date: February 18, 2008

Proposed Land Use	Percent of Development	Density	Lot Sizes	Lot Coverage	Yard Setbacks	Building Height	Buffers	Phase	Timing
Hospital		n/a	1 Acre Minimum	50%	20' Front / 10' Side / 20' Rear	45' Maximum	Landscape Only	10	10 years
Assisted Living (Elderly Care)			1 Acre Minimum	50%	n/a	25' Maximum	Landscape Only	5	5 years
10.00	2%								
<i>Personal Services</i>									
Barber Shop/Beauty Salon		n/a	n/a	75%	n/a	25' Maximum	n/a	5	5 years
Dry Cleaning		n/a	2,500 Sq. Ft.	75%	n/a	25' Maximum	n/a	5	5 years
Laundromat		n/a	n/a	75%	n/a	25' Maximum	n/a	5	5 years
Shoe Shop Repair		n/a	n/a	75%	n/a	25' Maximum	n/a	5	5 years
11.00	25%								
<i>Recreational</i>									
Athletic Facility		n/a	n/a	50%	n/a	45' Maximum	Landscape Only	5	5 years
Open Space		n/a	n/a	50%	n/a	n/a	n/a	1	1 years
Park		n/a			n/a	n/a	n/a	3	3 years
Racquetball Club		n/a	1 Acre Maximum	75%	n/a	45' Maximum	Landscape Only	10	10 years
Swimming Pool		n/a	2 Acre Maximum	75%	10' Front / 10' Side / 20' Rear	45' Maximum	Landscape Only	10	10 years
Tennis Club		n/a	4 Acre Maximum	75%	10' Front / 10' Side / 20' Rear	25' Maximum	Landscape Only	10	10 years
13.00	60%								
<i>Residential</i>									
Apartments		14 / Acres	n/a	75%	n/a	45' Maximum	n/a	1	1 year
Duplex		6 / Acres	6,000 Sq. Ft. Minimum	50%	10' Front / 15' Rear	25' Maximum	n/a	1	1 year
Quadruplex		10 / Acres	8,000 Sq. Ft. Minimum	50%	10' Front / 15' Rear	25' Maximum	n/a	1	1 year
Single Family (Attached/Detached)		14 / Acres	5,000 Sq. Ft. / 4,000 Sq. Ft. Minimum	50%	10' Front / 15' Rear	25' Maximum	n/a	1	1 year
Triplex		8 / Acres	7,000 Sq. Ft. Minimum	50%	10' Front / 15' Rear	25' Maximum	n/a	1	1 year
14.00	7%								
<i>Sales</i>									
Bakery		n/a	n/a	75%	n/a	25' Maximum	n/a	5	5 years
Book Store		n/a	n/a	75%	n/a	25' Maximum	n/a	5	5 years
Boutique		n/a	n/a	75%	n/a	25' Maximum	n/a	5	5 years
Convenience Store w/ Gas Pump		n/a	½ Acre Minimum	50%	10' Front / 10' Side / 20' Rear	25' Maximum	n/a	5	5 years
Delicatessen		n/a	n/a	75%	n/a	25' Maximum	n/a	5	5 years

POOR QUALITY ORIGINAL
BEST AVAILABLE IMAGE

ENCHANTED HILLS MASTER ZONING PLAN

Date: February 18, 2008

Proposed Land Use	Percent of Development	Density	Lot Sizes	Lot Coverage	Yard Setbacks	Building Height	Buffers	Phase	Timing
Flower Shop		n/a	n/a	75%	n/a	25' Maximum	n/a	5	5 years
Grocery		n/a	n/a	75%	n/a	25' Maximum	n/a	5	5 years
Ice Cream Parlor		n/a	n/a	75%	n/a	25' Maximum	n/a	5	5 years
Music Store		n/a	n/a	75%	n/a	25' Maximum	n/a	5	5 years
Nursery (Green House)		n/a	½ Acre Minimum	25%	10' Front / 10' Side/ 20' Rear	25' Maximum	n/a	5	5 years
Other Retail (Low Volume)		n/a	n/a	75%	n/a	25' Maximum	n/a	5	5 years
Pakage Liquor Store		n/a	n/a	50%	n/a	25' Maximum	n/a	5	5 years
Shopping Center Community		n/a	8 Acre Minimum		10' Front / 10' Side/ 20' Rear	25' Maximum	Landscape Only	5	5 years
Towers									
Personal Services Wireless Facility (17.02-17.05)		n/a	n/a	n/a	n/a	n/a	Landscape Only	5	5 years
Utility & Miscellaneous									
Government Use Building		n/a	n/a	75%	n/a	25' Maximum	Landscape Only	5	5 years
Major Utility Facility		n/a	n/a	75%	n/a	25' Maximum	Landscape Only	5	5 years

Proposed mix of uses:

A. Residential/ Office/Retail: to include 13.0 (Single Family, Duplex and Triplex); 4.0 (Business office); 14.0 (other retail low volume, convenience store)

B. Multi-Family/ Office/ Commercial: to include 1.0; 2.0; 4.0; 6.0; 10.0; 13.0 (Apartment, and Quadraplex); 14.0; 17.0; and 19.0

C. Educational/ Recreational/ Office/ Retail: to include 3.0; 11.0; 4.0 (Studio); 14.0 (book store, delicatessen, Ice Cream Parlor)

POOR QUALITY ORIGINAL
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ITEM 28

Northwestern, Hunter Foster, Enchanted Pass Rezoning

PZRZ21-00024

Strategic Goal 3.

Promote the Visual Image of
El Paso





Recommendation

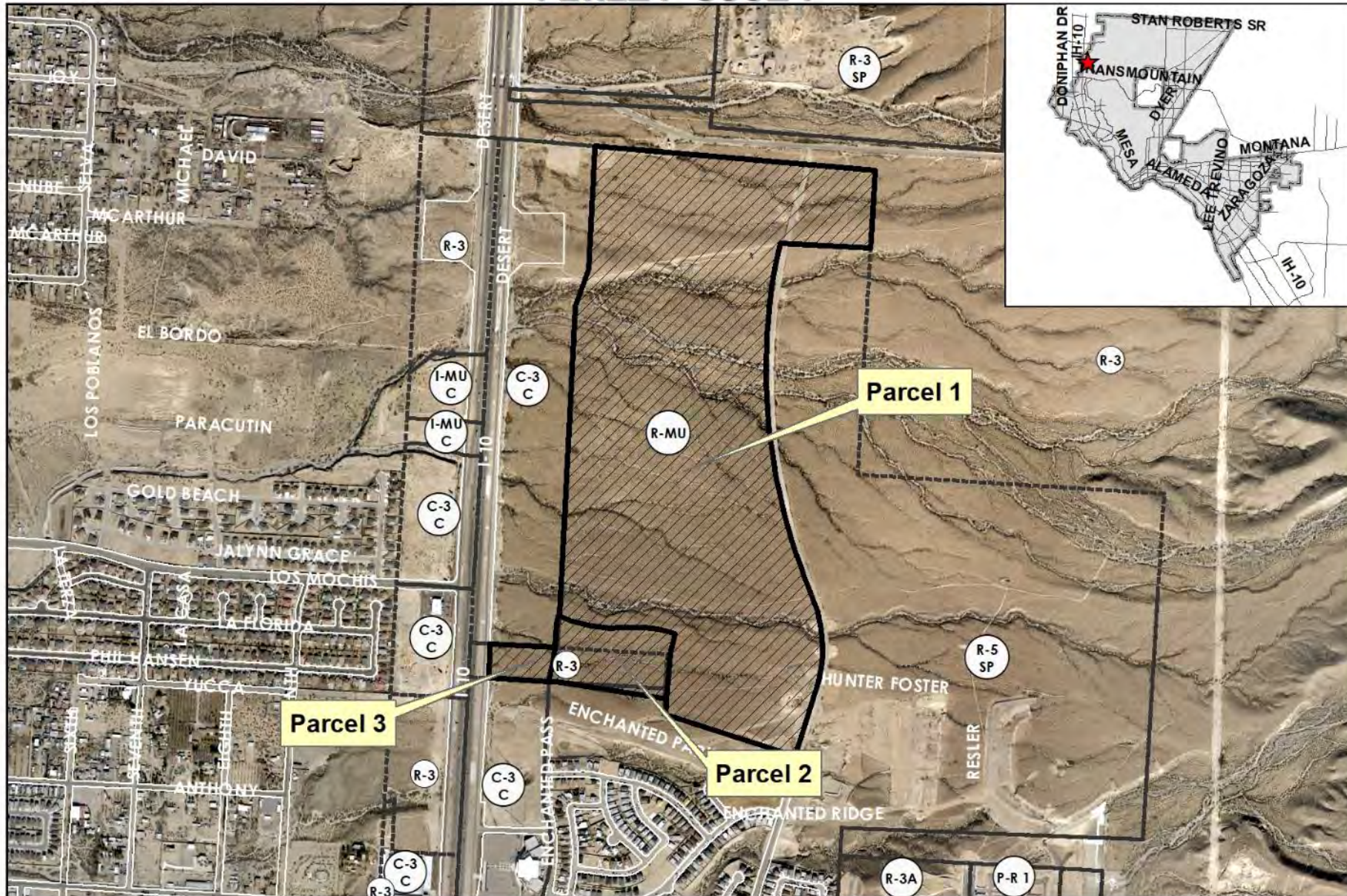
Staff recommends approval of the rezoning request.

OSAB recommends approval (6-0) of the rezoning request.

CPC recommends approval with conditions (9-0) of the rezoning request.

1. *On Parcel 2, a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at thirty feet (30') on center along the property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy on Parcel 2*
2. *That a detailed site development plan shall be reviewed and approved per the El Paso City Code prior to the issuance of building permits for Parcel 2.*
3. *That a detailed site development plan shall be reviewed and approved per the El Paso City Code prior to the issuance of building permits for Parcel 3.*

PZRZ21-00024



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.

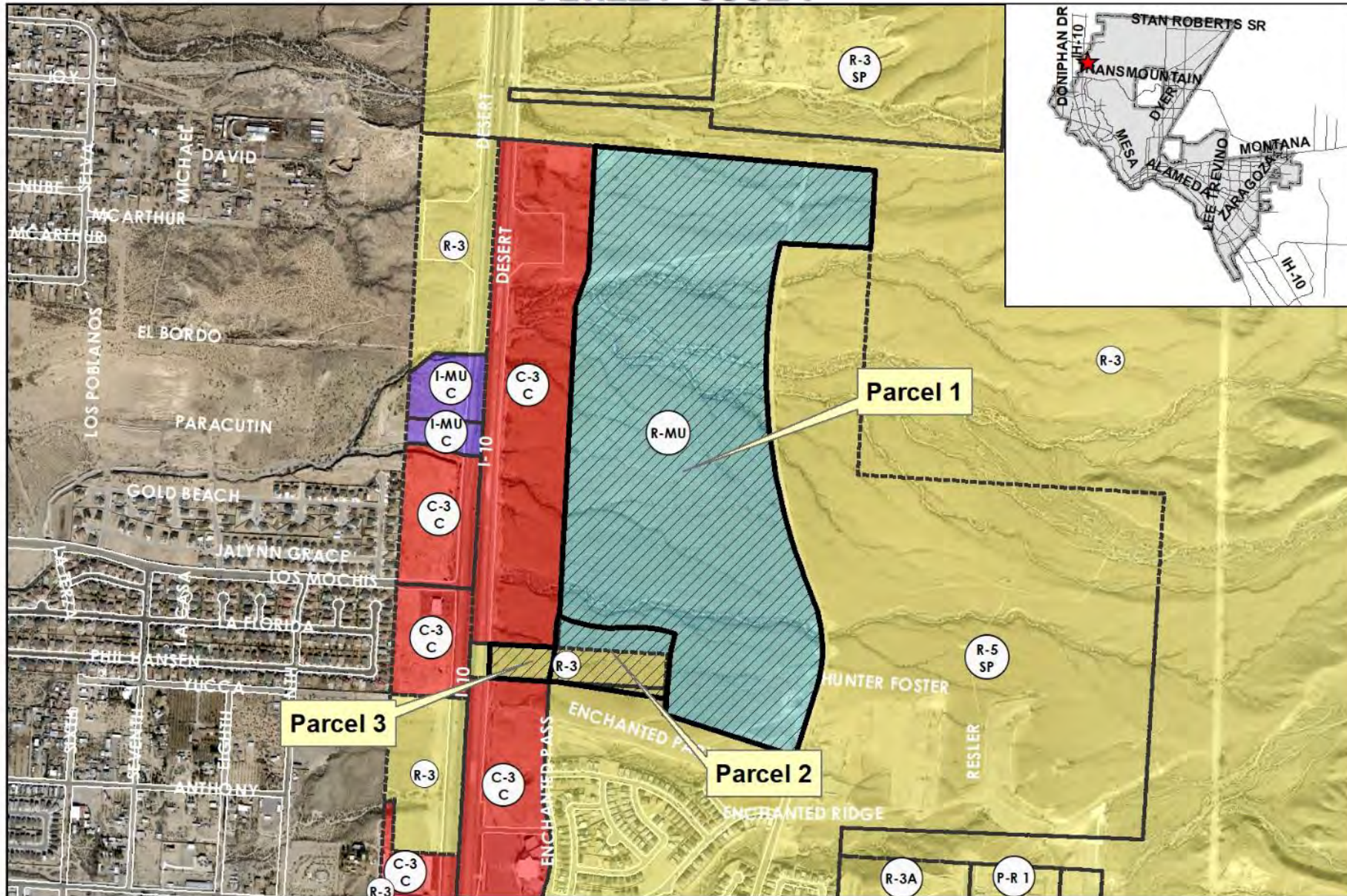


Subject Property

0 400 800 1,600 2,400 3,200 Feet



PZRZ21-00024



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.

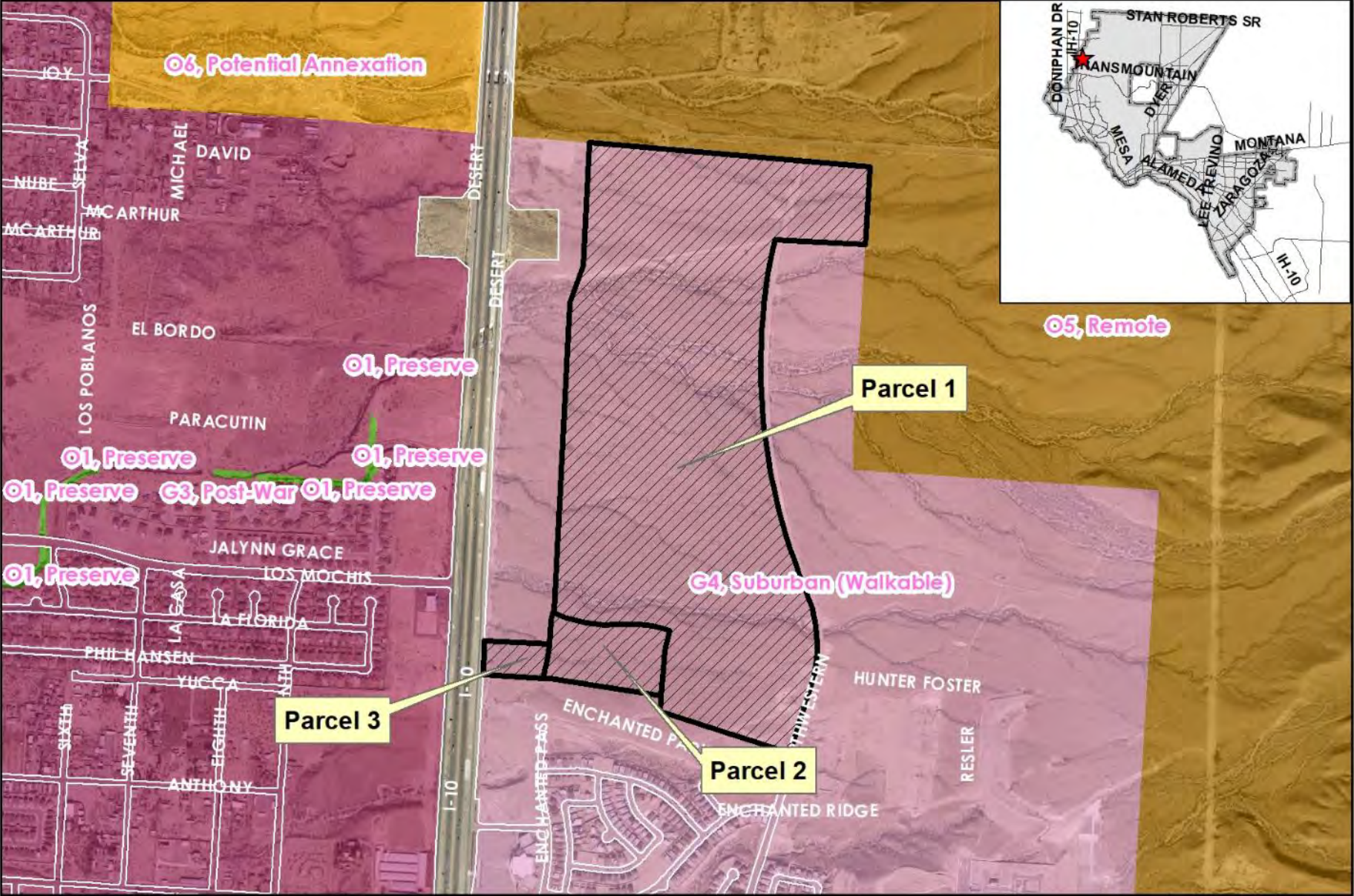


Subject Property

0 400 800 1,600 2,400 3,200 Feet



Existing Zoning



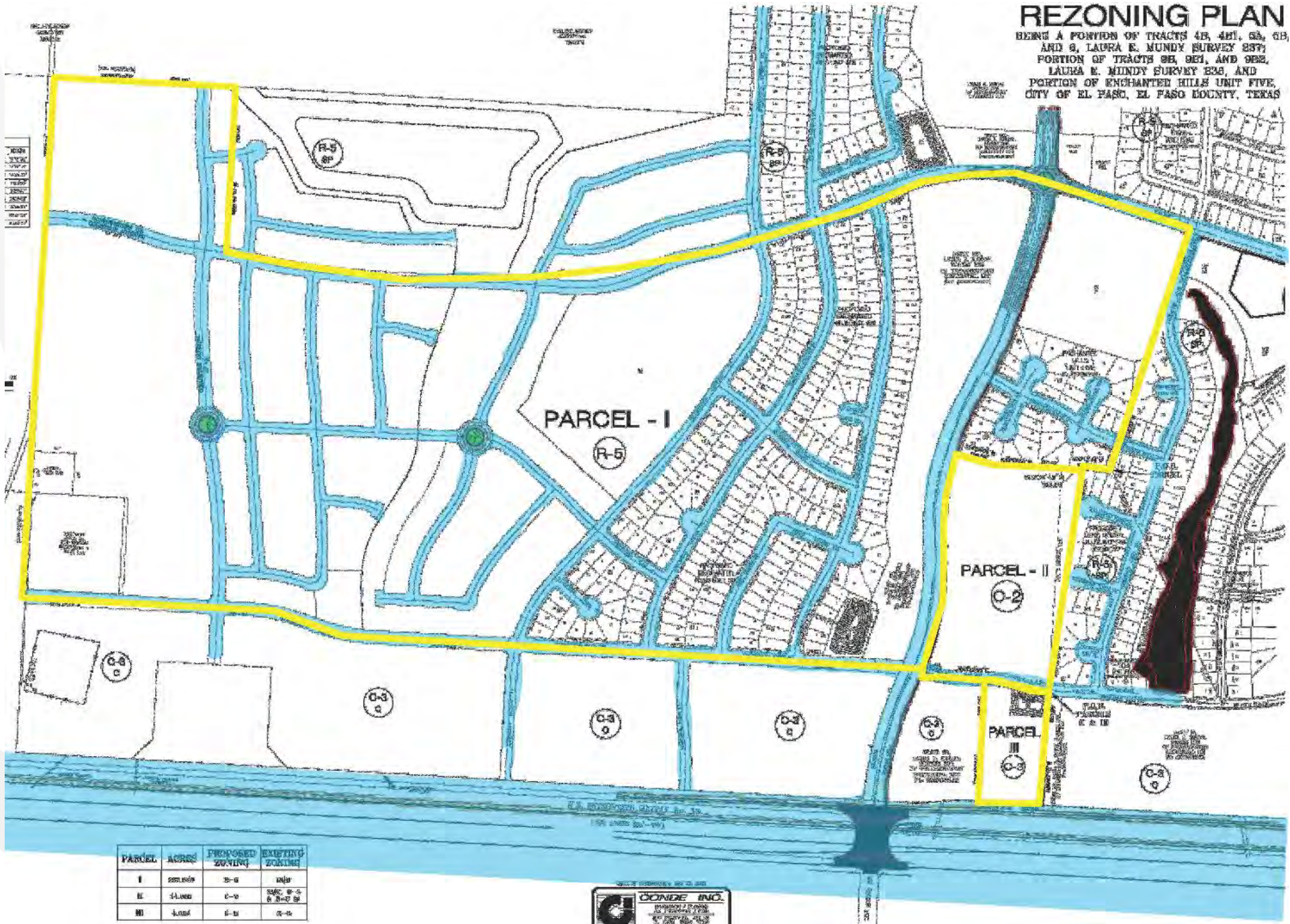
This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.



Subject Property

0 400 800 1,600 2,400 3,200 Feet





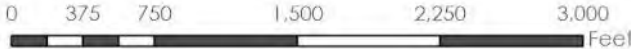
Conceptual Plan



Subject Property



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspection Department Planning Division makes no claim to its accuracy or completeness.



Surrounding Development



W



N



S



E

Public Input

- Notices were mailed to property owners within 300 feet on October 10, 2021.
- The Planning Division has not received any communications in support nor opposition to the request.



Mission

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



Vision

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



Values

Integrity, Respect, Excellence, Accountability, People



Legislation Text

File #: 22-32, Version: 1

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

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

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

All Districts

Airport, Sam Rodriguez, (915) 212-7301

AGENDA LANGUAGE:

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

Discussion and action on a Resolution that the City Manager be authorized to sign the Agreement for Professional Services Construction Management Contract by and between the City of El Paso and Parkhill, Smith and Cooper, Inc. for a project known as "EPIA Reconstruction of Taxiways J & K2", for an amount not to exceed Seven Hundred Twenty Thousand Nine Hundred Sixty-Two and No/100 Dollars (\$720,962.00); and that the City Manager or Designee be authorized to approve up to Fifty Thousand (\$50,000.00) in additional services for a total contract amount not to exceed Seven Hundred Seventy Thousand Nine Hundred Sixty Two and No/00 Dollars (\$770,962.00); and that the City Manager be authorized to establish the funding sources, make any necessary budget transfers, and execute any and all documents necessary for execution of the Agreement. Funding source: FAA Grant and Airport Enterprise.

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

AGENDA DATE: January 4, 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

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:

A resolution that the City Manager be authorized to sign the Agreement for Professional Services Construction Management Contract by and between the City of El Paso and Parkhill, Smith, and Cooper, Inc. for a project known as “**EPIA Reconstruction of Taxiways J&K2**”, for an amount not to exceed seven hundred twenty thousand nine hundred sixty-two and no/100 dollars (**\$720,962**); and that the City Manager or Designee be authorized to approve up to fifty thousand (\$50,000.00) in additional services for a total contract amount not to exceed seven hundred seventy thousand nine hundred sixty two and no/00 dollars (\$770,962.00); and that the City Manager be authorized to establish the funding sources, make any necessary budget transfers, and execute any and all documents necessary for execution of the Agreement: Funding source: FAA Grant and Airport Enterprise

BACKGROUND / DISCUSSION:

This contract is for construction management services for a project that will install 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.

Parkhill was selected with the City Council approved A/E selection process and they are recommended by the committee as the most qualified consultant. The A/E selection summary is attached.

SELECTION SUMMARY:

See attached

CONTRACT VARIANCE:

N/A

PROTEST

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Amount: \$720,962.00

Funding Source: FAA Grant and Airport Enterprise
Account: G62A204003 - 562-62330-580170-3080/3010

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? ☒ YES ☐ NO

PRIMARY DEPARTMENT: El Paso International Airport
SECONDARY DEPARTMENT: Capital Improvement

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

DEPARTMENT HEAD:

Jerry DeMuro/for

Sam Rodriguez, Chief Operations and Transportation Officer,
Aviation Director and City Engineer

RESOLUTION

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

That the City Manager, or designee, be authorized to sign an Agreement for Professional Services to perform Construction Management Services for the Reconstruction of Taxiways J and K2 at the El Paso International Airport between the City of El Paso and Parkhill, Smith, and Cooper, Inc.

The Agreement will be for an amount not to exceed Seven Hundred and Twenty Thousand Nine Hundred Sixty Two and No/00 Dollars (\$720,962.00). 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 the execution of this Agreement. In addition, the City Manager, or designee, is authorized to increase contract amounts up to \$50,000.00 each and sign any amendments to the agreements.

APPROVED THIS _____ DAY OF _____ 2022.


CITY OF EL PASO:

Oscar Leaser
Mayor

ATTEST:


Laura Prine
City Clerk

APPROVED AS TO FORM:

 (for)

Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

 for

Sam Rodriguez, City Engineer
Capital Improvement Department

CITY OF EL PASO A&E SELECTION SCORESHEET

EVALUATION CRITERIA			SOLICITATION #2021-1475R Construction Management & Inspection Services El Paso International Airport		
		MAX POINTS	Geometrics	Paragon	Parkhill
PROJECT MANAGER AND TEAM EXPERIENCE	Rater 1		84	75	90
The proposed project manager's experience performing construction management service on FAA Part 139 certificated airport(s) airfield pavement projects.	Rater 2		63	53	69
The proposed project team's experience in overseeing construction at active Part 139 airport facilities.	Rater 3		80	58	82
Evaluation of prior customer's satisfaction with construction management services for active Part 139 airport facilities.			10	10	10
Total Points			237	196	251

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

**AN AGREEMENT FOR
PROFESSIONAL SERVICES**

This Agreement is made this _____ day of _____, 202_ by and between the **CITY OF EL PASO**, a municipal corporation organized and existing under the laws of the State of Texas, hereinafter referred to as the “**Owner**”, and Parkhill, Smith, and Cooper, Inc., a Texas corporation, hereinafter referred to as the “**Consultant**”.

WHEREAS, the Owner intends to engage the Consultant to perform professional services for the project known as “Construction Management Services for the El Paso International Airport Reconstruction of Taxiways J and K2”, hereinafter referred to as the “**Project**”, as further described in **Attachment “A”**; and

WHEREAS, Consultant has been selected to perform such services as required by the Owner, and the Consultant was selected through the Owner’s selection procedure, in accordance with all applicable state and local laws and ordinances.

NOW, THEREFORE, for the consideration set forth in this Agreement and its attachments, the Owner and Consultant agree as follows:

**ARTICLE I.
ATTACHMENTS**

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes.

Attachment “A”	Scope of Services and Budget
Attachment “B”	Consultant’s Fee Proposal and Hourly Rates
Attachment “C”	Intentionally Deleted
Attachment “D”	Payment and Deliverable Schedules
Attachment “E”	Insurance Certificate

**ARTICLE II.
PROJECT**

2.1 The Owner hereby agrees to retain the Consultant and the Consultant agrees to perform the services identified in this Agreement for the Project. The Project shall consist of the Consultant’s completion of the Scope of Services as further described in **Attachment “A”**. Such Scope of Services shall be completed in accordance with the identified phases described in **Attachment “D”**.

2.2 The Consultant shall comply with the City of El Paso Capital Improvement Department Construction Document Guidelines in effect on the execution date of this Agreement in the performance of the services requested under this Agreement. Such Guidelines are available in the Capital Improvement Department.

2.3 The Consultant shall serve as the Owner's professional representative for the construction of the Project to which this Agreement applies and shall give consultation and advice to the Owner during the performance of services.

2.4 The Owner shall provide all available information to the Consultant, as to the Owner's requirements for each Project under the construction contract. The Owner shall also provide to the Consultant, all known information pertinent to the Project site, including previous reports and other data relative to design, such as "as-built" drawings or physical conditions now existing at the Project site. In performing its services, the Consultant will be entitled to rely upon the accuracy of the Owner provided information.

2.5 The Owner hereby designates the City Engineer of the City of El Paso as the Owner's representative with respect to the professional services to be provided by the Consultant pursuant to this Agreement. The City Engineer shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, and decisions with respect to materials, equipment, elements, and systems pertinent to the work covered by this Agreement. City Engineer will render written decisions within a five (5) working day time period.

ARTICLE III. CONSULTANT FEES AND PROJECT BUDGET

3.1 PAYMENT TO CONSULTANT. The Owner shall pay to the Consultant an amount not to exceed \$720,962.00 for all basic services and reimbursables performed pursuant to this Agreement.

The City Engineer may, without further authorization from 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 of \$50,000.00, if such services are necessary for proper execution of the Project and the increased amounts are within the appropriate budget identified for the Project.

The parties agree and understand that all fees and compensation to the Consultant shall only become due and payable in accordance with the terms of this Agreement and the fees to be charged for the Project shall be pursuant to the Consultant's fee proposal for such Basic and Additional Services at the rates which is attached hereto as **Attachment "B"**. Payments to the Consultant shall be made pursuant to **Attachment "D"**.

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

3.3 CONSULTANT'S INVOICES. The Consultant shall bill the Owner not more often than monthly, through written invoices pursuant to **Attachment "D"**. Invoices shall indicate the costs for outside consultants with copies of their invoices as back-up materials as well as other authorized direct costs for hourly rate contracts. All invoices shall be made in writing. Within ninety days (90) of substantial completion of construction, all outstanding invoices for all work completed to date by the Consultant shall be submitted to the Owner.

3.3.1 Each invoice shall contain a brief summary indicating, at a minimum, the total amount authorized for the Consultant, the current invoiced amount and the amount billed to date. In addition to the summary, each invoice shall provide a Progress Report. The Progress Report shall describe, at a minimum, the progress of the Project to date also indicating the percentage of completion of the Project. The established schedule for completion shall not be revised except by written amendment to this Agreement, executed by both parties.

3.3.2 The Owner agrees to pay invoices for all services performed as soon as reasonably possible but not later than thirty (30) days from receipt. Upon dispute, however, the Owner may, upon notice to the Consultant, withhold payment to the Consultant for the amount in dispute only, until such time as the exact amount of the disputed amount due the Consultant is determined. The total amount paid to Consultant shall not exceed Consultant's fee proposal, except by written amendment to this Agreement, executed by both parties.

3.4 INTENTIONALLY DELETED.

3.5 COSTS NOT ENUMERATED. Except as specifically set forth in this Agreement and its attachments, all costs related to the completion of the services requested herein shall be borne by the Consultant and not passed on to the Owner or otherwise paid by the Owner, unless a written amendment to this Agreement is executed by both parties allowing for additional costs.

ARTICLE IV. PERIOD OF SERVICE AND TERMINATION

4.1 PERIOD OF SERVICE. The services called for by each phase shall begin upon the issuance of a Notice to Proceed from the City Engineer. The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachment "A"** and the Notice to Proceed.

4.2 SUSPENSION. Barring an early termination as provided herein, this Agreement shall remain in force: a) For a period which may reasonably be required for the design, award of construction contracts, and construction of the improvements included in all construction contracts, including extra work and required extensions thereto; or b) Unless construction has not begun within a period of **twelve (12) months** after the completion of the services called for in that phase of work last authorized. However, should the Consultant's services be suspended for a period longer than six months, the City and Consultant may renegotiate remaining fees due to changes in salaries or increased costs that may occur during the suspension period. The Owner may determine that this Agreement will remain in full force past the twelve-month period noted above. Such a determination will be based upon the individual circumstances of this Project and this Agreement.

4.3 TERMINATION. This Agreement may be terminated as provided herein.

4.3.1 TERMINATION BY OWNER. It is mutually understood and agreed by the Consultant and Owner that the Owner may terminate this Agreement, in whole or in part for the convenience of the Owner, upon **fourteen (14) consecutive calendar days'** written

notice. It is also understood and agreed that upon such notice of termination, the Consultant shall cease the performance of services under this Agreement. Upon such termination, the Consultant shall provide one final invoice for all services completed and reimbursable expenses incurred prior to the Owner's notice of termination. Owner shall compensate Consultant in accordance with this Agreement; however, the Owner may withhold any payment to the Consultant that is held to be in dispute for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined. Nothing contained herein, or elsewhere in this Agreement shall require the Owner to pay for any services that are not in compliance with the terms of this Agreement and its attachments.

4.3.2 TERMINATION BY EITHER PARTY. It is further understood and agreed by the Consultant and Owner that either party may terminate this Agreement in whole or in part. Such a termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted: a) written notice of intent to terminate enumerating the failures for which the termination is being sought; b) a minimum of **seven (7) consecutive calendar days** to cure such failures; and c) an opportunity for consultation with the terminating party prior to such termination. However, the Owner retains the right to immediately terminate this Agreement for default if the Consultant violates any local, state, or federal laws, rules or regulations that relate to the performance of this Agreement. In the event of termination by the Owner pursuant to this subsection, the Owner may withhold payments to the Consultant for the purpose of setoff until such time as the exact amount due the Consultant from the Owner is determined.

4.3.3 TERMINATION FOR FAILURE TO COMPLY WITH SUBCHAPTER J, CHAPTER 552, GOVERNMENT CODE. The requirements of subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor or vendor agrees that the Contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

4.3.4 TERMINATION SHALL NOT BE CONSTRUED AS RELEASE. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminated party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

ARTICLE V. INSURANCE AND INDEMNIFICATION

5.1 INSURANCE. The Consultant shall procure and maintain insurance coverage as required herein and attached in **Attachment "E"**. Consultant shall not commence work under this Agreement until the Consultant has obtained the required insurance and such insurance has been approved by the Owner. The Consultant shall maintain the required insurance throughout the term of this Agreement. Failure to maintain said insurance shall be considered a material breach of this Agreement.

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

"The policy is endorsed to provide that insurer waives any right of subrogation it may acquire against the Owner, its partners, agents and employees by reason of any payment made on or account of injury, including death resulting therefrom, sustained by any employee of the insured."

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

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

5.1.3 PROFESSIONAL LIABILITY INSURANCE. The Consultant shall procure and shall maintain, at the Consultant's sole expense, Professional Liability Insurance for the benefit of the Owner to cover the errors and omissions of the Consultant, its principals or officers, agents or employees in the performance of this Agreement with a limit of \$2,000,000 on a claims made basis.

5.1.4 OWNER AS ADDITIONAL INSURED. The Owner shall be named as an Additional Insured on all of the Consultant's Insurance Policies, with the exception of Workers' Compensation and Professional Liability Insurance required by this Agreement.

5.1.5 PROOF OF INSURANCE. The Consultant shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this Agreement.

5.1.6 GENERAL INSURANCE PROVISIONS. All certificates required herein shall be attached hereto and incorporated for all purposes as **Attachment “E”**. All certificates shall also include the name of the project on the corresponding insurance certificate.

5.2 INDEMNIFICATION. TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND OWNER, AND OWNER’S OFFICERS, DIRECTORS, PARTNERS, AGENTS CONSULTANTS, AND EMPLOYEES FROM AND AGAINST ANY CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS, AND ALL COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO THE PROJECT, PROVIDED THAT ANY SUCH CLAIM, COST, LOSS, OR DAMAGE IS ATTRIBUTABLE TO ANY NEGLIGENT ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT OR CONSULTANT’S OFFICERS, DIRECTORS, PARTNERS, AGENTS, CONSULTANTS OR EMPLOYEES. THE CONSULTANT SHALL NOT BE RESPONSIBLE FOR ANY ACTS OF ANY OF THE CITY’S INDEPENDENT PROJECT MANAGERS.

To the extent allowed by state law, the Owner will be responsible for its own actions.

ARTICLE VI. FEDERAL AND STATE PROVISIONS

6.1 COMPLIANCE WITH APPLICABLE LAWS – FEDERAL AND STATE FUNDING REQUIREMENTS. Consultant, at Consultant’s sole expense, agrees that it will operate and perform its responsibilities and covenants under this Agreement in accordance with applicable laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county and municipal authorities, now in force or which may hereafter be in force, including, but not limited to, those which shall impose any duty upon the Owner or Consultant with respect to the use of federal and state funds and nondiscrimination in the administration of contracts which are funded, in whole or in part, with federal and state funds.

Specifically, and not in limitation of the foregoing, Consultant agrees that to the extent required by any agreement between the Owner and any federal and state agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project, **including but not limited to:**

--The Federal Transit Administration (FTA) through a Grant Agreement or Cooperative Agreement with the Owner, or supported by FTA through a Loan, Loan Guarantee, or Line of Credit with the Owner.

--The Department of Housing and Urban Development through a Grant Agreement or Cooperative Agreement with the Owner.

--The Federal Aviation Administration (FAA) through a Grant Agreement or Cooperative Agreement with the Owner, as further described in Attachment "F".

--The Texas Department of Transportation through an Agreement with the Owner.

Copies of grant assurances will be made available to Consultant. However, provided copies shall in no way be a limitation on the Consultant's obligation to comply with any federal and state agency, the laws of the federal government of the United States of America and the rules and regulations of any regulatory body or officer having jurisdiction over this Project.

6.1.1 CONTRACT ASSURANCE. The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

6.1.2 DBE GOOD FAITH EFFORTS. The requirements of 49 CFR Part 26, regulations of the U.S. DOT, applies to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex or national origin in the award of performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the requirements of this proposal. These requirements apply to all offerors, including those who qualify as a DBE. A DBE contract goal will be identified pursuant to the federal funding requirements for an individual task order established for this contract. The offeror shall make good faith efforts, as defined in Appendix A, 40 CFR Part 26, to meet the contract goal for DBE participation in the performance of this Agreement.

The Consultant will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the offeror's commitment to use a DBE subconsultant whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts. The offeror shall submit the information with its proposal as a condition of responsiveness.

DBE participation in this contract may be in the form of a prime contract, subcontract, joint venture, or other arrangement that qualifies under 49 CFR Section 26.55 or 26.53(g), both of which will be submitted on a Letter of Intent to the Owner.

6.2 TERMINATION FOR CANCELLATION OF GRANT. Should this Agreement be terminated as a result of cancellation of federal funds covering this Project, the Owner shall promptly notify the Consultant of the cancellation by certified mail-return receipt requested,

whereupon the Consultant shall immediately, on receipt of the letter, cease and desist from performing any other work or services hereunder. In such an event, the Consultant will be paid for professional services performed to such date, upon furnishing the Owner a progress report and an invoice to such date, and upon acceptance of the work by the Owner.

6.3 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT.252, 42 U.S.C. 2000D TO 2000D-4 AND TITLE 49, CODE OF FEDERAL REGULATIONS, DEPARTMENT OF TRANSPORTATION.

During the performance of this contract, Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the “Consultant”) agrees as follows:

- (1) **Compliance with Regulations:** Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) **Information and Reports:** Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by Client to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information Consultant shall so certify to Client, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of Consultant’s noncompliance with the nondiscrimination provisions of this contract, the Client shall impose such contract sanctions as it may determine to be appropriate, including but not limited to:
 - a. Withholding of payments to the Consultant under the contract until the Consultant complies, and / or
 - b. Cancellation, termination or suspension of the contract in whole or in part.
- (6) **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of

equipment, unless exempt by the Regulations, or directive issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as Client may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request Client to enter into such litigation to protect the interests of Client and in addition, Consultant may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE VII. GENERAL PROVISIONS

7.1 CONTRACT TIME. Consultant understands and agrees to provide all professional services and deliverables requested herein, as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect, and to use its best efforts to complete all phases of this Agreement within the time schedules indicated within **Attachment “D”**. It is acknowledged that the Consultant does not have control over all aspects of the design and construction process and cannot warrant that it will complete all services and deliverables by a certain date. The Consultant shall timely notify the City Engineer of any delay beyond its control and the City Engineer shall extend the time schedule in the event of delays which the City Engineer reasonably determines are beyond the control of the Consultant.

7.2 INTENTIONALLY DELETED.

7.3 CONSULTANT’S QUALITY OF WORK. The Owner’s review of any documents prepared by the Consultant is only general in nature and its option to approve and accept the work in no way relieves the Consultant of responsibility for any specific deficiencies in its professional service. The Consultant’s services shall be performed with the professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect and the orderly progress of the Project and in accordance with the time periods established in **Attachment “D”** and which shall be adjusted, if necessary, as the project proceeds. This schedule shall include allowances for periods of time required for the Owner’s review, for the performance of the Owner’s consultants, and for approval of submissions by authorities having jurisdiction over the project. The identified time limits shall not, except for reasonable cause, be exceeded by the Consultant or Owner.

7.4 COPYRIGHT AND REPRODUCTION RIGHTS. Upon payment of amounts due, the Drawings, Specifications, concepts and design, and other documents prepared by the Consultant for this Project including, without limitation, those in electronic form (sometimes referred to as the “Instruments of Service”) are the property of the Owner, who shall be vested with all common law and statutory rights. The Owner shall have the right to the use of the Drawings, Specifications and other documents for the maintenance, repair, remodeling and renovation of the Project; provided however the Consultant shall have no liability for any use of one or more of the Instruments of Service by the Owner for maintenance, repair, remodeling and renovation of the project. The Owner has the consent of the Consultant, provided, however, the Consultant shall

have no liability or responsibility for such use of the Drawings, Specifications, concepts and design, and other documents. The rights granted to the Owner herein for the use of the Drawings, Specifications and other documents for additional projects, other than the construction of the Project, shall not grant the Owner any right to rely upon the Consultant's seal on the Drawings and Specifications or to hold the Consultant responsible for any subsequent use of the Drawings, Specifications and documents. The Consultant shall provide the Owner with copies of the Instruments of Service in both electronic form and in hard copy.

7.5 AUDITING RECORDS FOR THE SPECIFIC PROJECT. Consultant's records subject to audit shall include but not be limited to records which have a bearing on matters of interest to the Owner in connection with the Consultant's work on this Project for the Owner and shall be open to inspection and subject to audit and/or reproduction by Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of (a) Consultant's compliance with contract requirements, and (b) compliance with provisions for computing Direct Personnel Expense with reimbursables, if applicable.

Such records subject to audit shall also include those records necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Agreement. In those situations where Consultant's records have been generated from computerized data, Consultant agrees to provide Owner's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer data exchange format.

The Owner or its designee shall be entitled, at its expense, to audit all of the Consultant's records related to this Project, and shall be allowed to interview any of the Consultant's employees, pursuant to the provisions of this section throughout the term of this contract and for a period of **three (3) years** after final payment or longer if required by law. Such audits may require inspection and photo copying of selected documents from time to time at reasonable times (limited to Consultant's office hours) and places upon reasonable notice.

7.6 CONTRACTING INFORMATION

The Contractor must preserve all contracting information related to this Contract as provided by the records retention schedule requirements applicable to the City for the duration of this Contract. Contractor will promptly provide the City any contracting information related to this Contract that is in the custody or possession of the Contractor on request of the City. On completion of this Contract, Contractor will either provide at no cost to the City all contracting information related to this Contract that is in the custody or possession of the Contractor or preserve the contracting information related to this Contract as provided by the records retention requirements applicable to the City.

7.7 SUCCESSORS AND ASSIGNS. This Agreement shall be binding on the Owner and the Consultant, their successors and assigns. Neither party may assign, sublet, or transfer its interest in this Agreement without the written consent of the other.

7.8 VENUE. For the purpose of determining place of Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and

shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, Texas.

7.9 COMPLIANCE WITH LAW. The Consultant shall comply with applicable federal, state and local laws and ordinances applicable to the work contemplated herein.

7.10 CAPTIONS. The captions of this Agreement are for information purposes only, and shall in no way affect the substantive terms or conditions of this Agreement.

7.11 SEVERABILITY. Should any section, paragraph or other provision of this Agreement be found invalid, such invalidity shall not affect the remaining provisions of this Agreement.

7.12 NOTICES. Any notice, demand, request, consent or approval that either party may or is required to provide to the other shall be in writing and either personally delivered or sent via certified mail, return receipt, to the following addresses:

To the Owner:	The City of El Paso Attn: City Manager P. O. Box 1890 El Paso, Texas 79950-1890
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With a Copy to:	The City of El Paso Attn: City Engineer P. O. Box 1890 El Paso, Texas 79950-1890
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To the Consultant:	PARKHILL, SMITH, AND COOPER, INC Attn: Mark D. Haberer, PE 501 W. San Antonio Ave. El Paso, Texas 79901
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Changes may be made to the names and addresses noted herein through timely, written notice to the other party.

7.13 CONFLICTING PROVISIONS. Any provision contained in any Attachments to this Agreement, which may be in conflict or inconsistent with any of the provisions in this Agreement shall be void to the extent of such conflict or inconsistency.

7.14 ENTIRE AGREEMENT. This Agreement, including attachments, constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. This Agreement shall not be amended or modified, except by written amendment, executed by both parties.

7.15 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:

 (for)
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:


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

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this ____ day of _____, 202__,
by **Tomás González**, as **City Manager** of the **City of El Paso, Texas**.

Notary Public, State of Texas

My commission expires:

(Signatures begin on following page)

CONSULTANT:

PARKHILL, SMITH, AND COOPER, INC.

By: 

Name: Mark D. Haberer

Title: Principal

ACKNOWLEDGEMENT

THE STATE OF Texas §

§
COUNTY OF Lubbock §

This instrument was acknowledged before me on this 21st day of December, 2021,
by Mark Haberer, on behalf of Consultant.




Notary Public, State of Texas

My commission expires:

June 6, 2024

**ATTACHMENT “A”
SCOPE OF SERVICES**

ATTACHMENT A SCOPE OF SERVICES

The scope of work for Construction Management and Inspection Services covers the following tasks:

Task 1 – Administration

1.1 Review of Construction Documents

The project documents consisting of the plan set, specifications, Engineers Design Report (EDR), Construction Safety and Phasing Plan (CSPP), Construction Management Plan (CMP), Schedule of Values (SOV), and the Special Provisions will be reviewed in preparation of design review meeting with the EOR and EPIA.

1.2 Teaming Meeting with EPIA, EOR and Parkhill

A meeting will be held at the EPIA office with the EOR to discuss the construction documents. Additional items may include addendums to the contract documents, preconstruction meeting agenda, communication protocols, submission requirements of FM form 7460-1 (Notice of Proposed Construction or Alteration), responsibilities of CA, QA testing laboratory and their responsibilities, contractor Quality Control (QC) requirements, Federal wage rate requirements, and project closeout requirements following current FM guidance.

1.3 Monthly Project Management Task

The monthly project management tasks anticipated for this project include: Monthly invoice and summary report, subconsultant and QA laboratory coordination, and City requested compliance documents and reports.

1.4 Procore Setup

General project setup of Procore that will include: access permissions, contract documents, plans and specifications, submittal/RFI/change order/field directive logs and approval chain, bid item quantities, contractor schedule, daily report and observation logs, weather reports, test reports, photo log, quantity log, contractor equipment list, staff/personnel list, subcontractor list, issues, monthly pay estimates and weekly construction progress meeting minutes.

Task 2 – Mobilization Phase Services

2.1 Mobilization

The Parkhill Construction Manager will mobilize onsite towards the start of mobilization period with RPR arriving one day prior to the start of NTP for Phase 1. The anticipated tasks during the mobilization phase include:

- 1) Onsite office setup - in the trailer provided by the Contractor.
- 2) Documentation of the permitting, badging, and submittal process.
- 3) RPR orientation including badging, construction documents and responsibilities related construction activities.

2.2 Preconstruction Meeting

Parkhill will schedule and conduct the preconstruction meeting/conference in accordance with FM AC 150/5370-12 (Quality Management for Federally Funded Airport Construction Projects). The Construction Manager will prepare the agenda for the meeting, conduct the meeting, and issue meeting minutes.

Task 3 – Construction Phase Services

The Construction Manager shall be the point of contact regarding all construction management activities that include construction observation, acceptance testing and payment eligibility under the FAA AIP grants. The scope of this task is to coordinate, schedule, and perform inspection services necessary for compliance with the contract documents. The scope generally includes the tasks listed below.

3.1 Onsite Construction Observation

- Perform construction observations for the demolition and construction of civil and electrical work.
- Verification of QA and QC laboratory test results for the compliance with project specifications.
- Coordinate and schedule the QA material testing as specified by the CMP.

Construction Manager will be on site approximately 30 hours per week, generally arriving mid-day Monday and departing late Friday of each week.

One full-time Civil RPR will be onsite approximately 40 hours per week to perform the above activities and assist the Construction Manager.

3.2 Construction Daily Reports

This task includes construction observation and documentation, photographs, sketches and other supporting information as necessary to document field work and material testing results. Specifically, the task includes:

- Maintain a daily log (in Procore) of all construction activities including visits, meetings, progress, manpower, equipment, weather, delays, and material deliveries for contractor and subcontractor forces.
- Maintain a photographic record (in Procore) of the site and construction progress.
- Coordinate and prepare daily workplan summaries of contractors planned activities for distribution to airport personnel as needed.

3.3 Site Coordination

- Assist with project development efforts with the FAA, airport operations, cargo carriers, agencies, and other stakeholders as required and directed by the EPIA.
- Track key project activities and action items during the project.
- Evaluate contractor's daily/nightly work schedules and prepare corresponding NOTAM and gate guard request for EPIA review.
- Assist EPIA in resolution of construction conflicts arising from design conflicts, clarifications, or issues, contract coordination, site changes, etc.

3.4 Coordination of RFIs, Submittals, Field Directive, and Change Orders

- Maintain a master log of RFIs, Field Directives, and Change Orders using Procore. Present and discuss these logs as a part of weekly construction progress meetings.
- Track any construction delays which may lead to the assessment of liquidated damages to the contractor.
- Document and resolve unanticipated field conditions, disputes, and claims.
- Coordinate the response to the RFIs using Procore.
- Assist the Construction Administration team in preparation of field directives including coordinating with EPIA and contractor as necessary.

3.5 Quality Assurance Survey

The purpose of the quality assurance survey is to monitor and verify the contractor's compliance with the proposed geometry, grades, pavement thickness, volumetric quantities, and alignment of critical electrical features. The following survey elements are anticipated as part of this verification:

- Verify Horizontal and Vertical Control.
- Perform a topographic survey for the subgrade with a 50-foot grid.
- Perform a topographic survey for the top of concrete paving with a 50-foot grid.
- Have five visits not to exceed 8 hours each (3 days – no weekends).

Exemptions

The following is excluded unless otherwise requested; Re-staking, ALTA/ACSM Land Title Survey, Title commitment, representation through the Federal, State, City and County agencies, submittal fees, soils testing and investigation, elevation certificate, recording fees, boundary survey, As-builts and any other item not specifically listed in the above Scope of Services.

3.6 Review of Contractor Pay Applications

Review contractor's monthly pay applications and provide recommendations to EPIA regarding progress payments.

3.7 Weekly Construction Progress Meetings

This task provides for the full participation and attendance via conference call at all weekly construction progress meetings between EPIA, Contractor, CM Team, EOR, and other project stakeholders. Weekly construction progress meetings starting first week of construction. A total of 28 weekly construction progress meetings will be performed.

3.8 Monthly Site Visits by Others

The Parkhill Team Principal-in-Charge shall visit the site on a periodic basis to observe the construction progress and address any issues that may arise. These visits will be coordinated to coincide with weekly construction progress meetings. The Principal-in-Charge will also utilize this time in any change order negotiations or pay application quantity verification purposes. Two field visits for the Principal-in-Charge are assumed for this purpose.

3.9 Project Assistant Services

The Project Assistant (PASS) will coordinate activities related to construction management practices regarding RFIs, Submittals, Field Directives, Change Orders and Pay Applications. The PASS will assist the Construction Manager to facilitate progress meetings via conference call. The PASS will help manage QC and QA test reports for following specifications: P-152, P-156, P-209, P-304, P-403 and P-501.

3.10 Project Administration of Procore

Procore will be updated routinely to ensure project documents, submittals, RFI, change orders, field directives, contractor schedule, bid item quantity documentation, reissued construction drawings, meeting minutes, daily and monthly reports, environmental documentation, approval workflow processes are up to date.

3.11 FAA Weekly Reports

Parkhill will furnish EPIA weekly reports documenting the construction progress and constructor's compliance with the progress schedule, plans and specification. Any deviations from the plans as documented in the field directives would be reported on these reports.

3.12 FAA Monthly Reports

Parkhill will furnish EPIA (if required) with monthly reports to be submitted to the FAA Airports District Office (ADO) as required documenting the construction progress and constructor's compliance with the progress schedule, plans and specification. Any deviations from the plans as documented in the field directives would also be reported. This will be in an acceptable format for FAA compliance and acceptable to EPIA.

3.13 Perform Punch-list Inspection

Assist EPIA in preparation of preliminary and final punch-list. Inspection and reinspection will be performed as part of this task.

Task 4 – Post Construction Services

4.1 Record Drawings

Monitor and verify the contractor's preparation of as-built drawings and specifications. The CM Team will assist the EOR by providing composite red-line data of the As-Built information. The as-built drawings will be finalized by the EOR and submitted to EPIA at end of the project with the final closeout report.

4.2 Project Final Closeout Report Support

Parkhill will complete the final closeout report as per applicable FAA guidance documents. This will include work scope engineering description and cost, force account, construction summary, test results, project cost summary, DBE summary, and required determination for project closeout. The construction summary will include bid tab, construction work narrative, list of all prime and subcontractor, change orders, supplemental agreements, project schedule, compliance with labor laws and assurances and certification forms. This document will also include a compilation of the meeting minutes, pay applications, and quality assurance and quality control reports. Certification forms will be included for project testing, testing laboratories, and

required determination for project closeout. The report will be completed within 30 days of approval of the final pay application. The report will be reproduced and distributed to airport and FAA ADO.

Assumptions:

- 1) Quality Assurance (QA) Material Testing Laboratory would be hired by EPIA and would be responsible for all QA material testing specified.
- 2) All QA material testing requirements would be specified in the Quality Control plan prepared as a part of the CMP.
- 3) Construction Manager shall have the authority to request additional testing at his/her discretion within reason.
- 4) Information such as the durations of the project is based on the construction documents and has been used to prepare this cost estimate for the Construction Management and Inspection Services.
- 5) The level of effort assumes that during the construction the Construction Manager and the RPR will be onsite as previously identified. The total staggered time for Construction Manager and RPR's will not exceed 10 hours per day, with the Construction Manager weekly on-site hours to not exceed 30 hours/week and RPR's on site weekly hours to not exceed 40 hours/week.
- 6) During the NTP and Mobilization phase, the Construction Manager and Civil RPR will be onsite a limited amount of time for construction office set up, document control set up, review conformed plans and specifications, prepare construction coordination protocols, complete badging process, complete vehicle registration process, initiate submittal review process and participate in construction management coordination meetings with EPIA and contractor.

Exclusions:

- 1) The scope of services for the Construction Management team excludes FAA Airport Data and Information Portal (ADIP) Services.
- 2) The scope of services for the Construction Management team excludes upgrades to the Airport Lighting Control System (ALCS).
- 3) The scope of services for the Construction Management Team excludes any time for a second RPR that might become necessary if the Contractor works at night or other times outside the coverage by the proposed Construction Manager and RPR.
- 4) The scope of services for the Construction Management team excludes engineering time for trouble shooting, etc. That effort is assumed to be performed by the EOR.

ATTACHMENT “B”
CONSULTANT’S FEE PROPOSAL AND HOURLY RATES

Parkhill

Project Fee and Budget Sheet

(Hourly/Billing Rates)

Today's Date: December 1, 2021

Prepared By: Mark Haberer
Principal: Mark Haberer
Project Manager: Arif Khatri

Project Name: EPIA Reconstruction of Twy J & K2
Project Number:
Task/Discipline: 5CON
Projected Start Date: December 1, 2021

Fee (Revenue) Type: Hourly Rate w/Max
Markup on Direct Expenses: 5.00%
Markup on Reimbursables: 5.00%

Fee Costs Summary

(Profit and Markup Included in Total Fee)

Labor Cost:	\$309,350
Direct Consultants:	
Direct Expenses:	
Reimbursable Consultants:	
Reimbursable Expenses:	\$61,005
Total Fee:	\$373,405

Fee Summary

(OH and Profit in Labor, Markup included in Directs and Reimbursables)

Labor:	\$309,350
Directs:	
Subtotal:	\$309,350
Reimbursables:	\$64,055
Total Fee:	\$373,405

Category Staff Title - Level Hourly/Billing Rate Resource (Employee) Name (Blank if not known)			1	2	3	4	5	6	7	8	Total
			OtherProfessionals	CivilEngineers	CivilEngineers	SupportEmployees					
			Other Professional-PL7	Sector Director Civil-PL7	Civil Project Engineer-PL5	Support Staff-SS6					
			\$260.00	\$295.00	\$229.00	\$110.00					
			Arif Khatri	Mark Haberer		Ofelia Ochoa					
Task/Discipline	Subtask/Phase	Trips	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Plan Review (pre-project)			30	8							38
Pre-Meeting with Garver and EPIA (in El Paso)			8	12		2					22
Pre-Construction Meeting in El Paso (in El Paso)			8	12		2					22
Coordinate Submittals						40					40
Coordinate RFI's						24					24
Evaluate Proposed change orders and provide other technical review/assistance (as needed basis only)				4		12					16
Assist with preparation of pay applications						8					8
Compile and transmit labor interviews						8					8
Weekly progress meetings (1/wk for 28 weeks)			28	14		60					102
Finalize and organize daily logs			40			40					80
Finalize and transmit FAA weekly reports			40			20					60
Organize QA testing reports			20			20					40
Site visits (assume 2 at 12hr/ea)				24							24
Daily work responsibilities (Based on 32 weeks and 30hr/week in conjuciton with tasks above)			832								832
Labor Subtotals	Hours	Trip Count		1006	74		236				1316
	Salary			\$261,560	\$21,830		\$25,960				\$309,350

Direct Expenses Project: Project No: Task: Current Fee:
 Expenses included in lump sum fee. Not billed to client.

Direct Consultant Costs						Amount
611 Structural Consultant						
612 Mech/Elec Consultant						
613 Environ/Civil Consultant						
614 Architectural Consultant						
615 Testing Consultant (Geotech, CMT, TAB, etc.)						
616 Surveying Consultant						
617 Interior Design Consultant						
618 Other Consultant - Kitchen / Food Consultant						
618 Other Consultant - Acoustical Consultant						
618 Other Consultant - AV/ IT Consultant						
618 Other Consultant						
Total Direct Consultants						
Direct Expense Costs						
621 Travel						
Motel	Days @	Men @	/Man-day	=		
Air Travel	Air Fare @	Men @	/Man	=		
Parking	Days @	/Day		=		
Car Rental	Days @	/Day		=		
Mileage	Miles @	\$0.545 @	Trips	=		
Subtotal						
622 Reproductions						
Blackline Prints						
34" x 22"	Shts @	\$2.50 /Sht @	Sets	=		
36" x 24"	Shts @	\$2.75 /Sht @	Sets	=		
42" x 30	Shts @	\$3.25 /Sht @	Sets	=		
Other	sf @	\$0.55 /sf @	Sets	=		
Mounting Foam Board	Boards @	\$10.00 /ea @				
Printing:						
Set Up Fee	Originals @	\$0.15 /Sht @	Submittals	=		
8-1/2" x 11" B&W	Originals @	\$0.09 /Sht @	Sets	=		
8-1/2" x 11" Color	Originals @	\$0.55 /Sht @	Sets	=		
11" x 17" B&W	Originals @	\$0.18 /Sht @	Sets	=		
11" x 17" Color	Originals @	\$1.05 /Sht @	Sets	=		
Binding Cost	Sets @	\$2.00 /Set		=		
Laminating	Shts @	\$2.00 /Sht		=		
Scan to file						
Burn to CD/DVD	CD/DVD @	\$13.50 /each		=		
Scan Specs	Originals @	\$0.15 /Sht		=		
Scan Drawings	Originals @	\$1.50 /Sht		=		
Subtotal						
623 Models/Renderings/Photos	Shots @	/Shot				
624 Telephone	Calls @	/Call				
625 Meals	Days @	Men @	/Man-day			
626 Field Supplies						
628 Postage	Mailings @	/Mailing (Standard)				
628 Postage	Mailings @	/Mailing (Overnight)				
629 Publications						
630 Misc Reimbursable Exp						
632 Temporary Personnel						
634 Office Supplies						
635 CADD						
636 Field Equip Rental						
639 License & Regulation Fee						
643 NM Gross Receipt Tax						
647 Computer Supplies						
Total Direct Expenses						

Reimbursable Consultant Costs										Amount
511 Structural Consultant										
512 Mech/Elec Consultant										
513 Environ/Civil Consultant										
514 Architectural Consultant										
515 Testing Consultant (Geotech, CMT, TAB, etc.)										
516 Surveying Consultant										
517 Interior Design Consultant										
518 Other Consultant - Kitchen / Food Consultant										
518 Other Consultant - Acoustical Consultant										
518 Other Consultant - AV/ IT Consultant										
518 Other Consultant										
Total Reimbursable Consultants										
Reimbursable Expenses										
521 Travel										
Motel	160 Days @	1 Men @	\$150.00 /Man-day	=	\$24,000.00					
Air Travel	32 Air Fare @	1 Men @	\$354.00 /Man	=	\$11,328.00					
Parking	Days @	/Day		=						
Car Rental	128 Days @	\$50.00 /Day		=	\$6,400.00					
Mileage	Miles @	\$0.545 @	Trips	=						
					Subtotal	\$41,728				
522 Reproductions										
Blackline / Color Plots										
34" x 22"	Shts @	\$2.50 /Sht @	Sets =							
36" x 24"	Shts @	\$2.75 /Sht @	Sets =							
42" x 30	Shts @	\$3.25 /Sht @	Sets =							
Other	sf @	\$0.55 /sf @	Sets =							
Mounting Foam Board	Boards @	\$10.00 /ea @								
Printing:										
Set Up Fee	Originals @	\$0.15 /Sht @	Submittals =							
8-1/2" x 11" B&W	Originals @	\$0.09 /Sht @	Sets =							
8-1/2" x 11" Color	Originals @	\$0.55 /Sht @	Sets =							
11" x 17" B&W	Originals @	\$0.18 /Sht @	Sets =							
11" x 17" Color	Originals @	\$1.05 /Sht @	Sets =							
Binding Cost	Sets @	\$2.00 /Set	=							
Laminating	Shts @	\$2.00 /Sht	=							
Scan to file										
Burn to CD/DVD	10 CD/DVD @	\$13.50 /each	=	\$135.00						
Scan Specs	1800 Originals @	\$0.15 /Sht	=	\$270.00						
Scan Drawings	1200 Originals @	\$1.50 /Sht	=	\$1,800.00						
					Subtotal	\$2,205				
523 Models/Renderings/Photos	Shots @	/Shot								
524 Telephone	Calls @	/Call								
525 Meals	128 Days @	1 Men @	\$64.00 /Man-day						\$8,192	
526 Field Supplies										Rental car fuel \$1,600
528 Postage	Mailings @	/Mailing (Standard)								
528 Postage	Mailings @	/Mailing (Overnight)								
530 Misc Reimbursable Exp										
532 Temporary Personnel										
534 Office Supplies										
535 CADD										
536 Field Equip Rental										
537 Interior Design Items										
539 License & Regulation Fee										
543 NM Gross Receipt Tax										
547 Computer Supplies										Procure \$7,280
Total Reimbrusable Expenses										\$61,005

Parkhill

Project Fee and Budget Sheet

(Hourly/Billing Rates)

Today's Date: November 5, 2021

Prepared By: Mark Haberer
Principal: Mark Haberer
Project Manager: Arif Khatri

Project Name: EPIA Reconstruction of Twy J & K2
Project Number:
Task/Discipline: 6RPR
Projected Start Date: December 1, 2021

Fee (Revenue) Type: Hourly Rate w/Max
Markup on Direct Expenses: 5.00%
Markup on Reimbursables: 5.00%

Fee Costs Summary

(Profit and Markup Included in Total Fee)

Labor Cost: \$168,768

Direct Consultants:

Direct Expenses:

Reimbursable Consultants:

Reimbursable Expenses: \$38,222

Total Fee: \$208,901

Fee Summary

(OH and Profit in Labor, Markup included in Directs and Reimbursables)

Labor: \$168,768

Directs:

Subtotal: \$168,768

Reimbursables: \$40,133

Total Fee: \$208,901

			1	2	3	4	5	6	7	8	
Category			OtherProfessionals	OtherProfessionals							
Staff Title - Level			RPR-PL5	RPR-PL4							
Hourly/Billing Rate			\$144.00	\$125.00							
Resource (Employee) Name (Blank if not known)			Mark Carpenter								
Task/Discipline	Subtask/Phase	Trips	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Total
Plan review (pre project)											
Attend Pre-Construction meeting			12								12
Lead RPR (29weeks @ 40 hours/ week)			145	1160							1,160
2nd RPR (16 weeks @ 40 hours/ week)											
Labor Subtotals	Hours	Trip Count	145	1172							1172
	Salary			\$168,768							\$168,768

Direct Expenses Project: Project No: Task: Current Fee:
 Expenses included in lump sum fee. Not billed to client.

Direct Consultant Costs						Amount
611 Structural Consultant						
612 Mech/Elec Consultant						
613 Environ/Civil Consultant						
614 Architectural Consultant						
615 Testing Consultant (Geotech, CMT, TAB, etc.)						
616 Surveying Consultant						
617 Interior Design Consultant						
618 Other Consultant - Kitchen / Food Consultant						
618 Other Consultant - Acoustical Consultant						
618 Other Consultant - AV/ IT Consultant						
618 Other Consultant						
Total Direct Consultants						
Direct Expense Costs						
621 Travel						
Motel	Days @	Men @	/Man-day	=		
Air Travel	Air Fare @	Men @	/Man	=		
Parking	Days @	/Day		=		
Car Rental	Days @	/Day		=		
Mileage	Miles @	\$0.545 @	145 Trips	=		
Subtotal						
622 Reproductions						
Blackline Prints						
34" x 22"	Shts @	\$2.50 /Sht @		Sets =		
36" x 24"	Shts @	\$2.75 /Sht @		Sets =		
42" x 30	Shts @	\$3.25 /Sht @		Sets =		
Other	sf @	\$0.55 /sf @		Sets =		
Mounting Foam Board	Boards @	\$10.00 /ea @				
Printing:						
Set Up Fee	Originals @	\$0.15 /Sht @		Submittals =		
8-1/2" x 11" B&W	Originals @	\$0.09 /Sht @		Sets =		
8-1/2" x 11" Color	Originals @	\$0.55 /Sht @		Sets =		
11" x 17" B&W	Originals @	\$0.18 /Sht @		Sets =		
11" x 17" Color	Originals @	\$1.05 /Sht @		Sets =		
Binding Cost	Sets @	\$2.00 /Set		=		
Laminating	Shts @	\$2.00 /Sht		=		
Scan to file						
Burn to CD/DVD	CD/DVD @	\$13.50 /each		=		
Scan Specs	Originals @	\$0.15 /Sht		=		
Scan Drawings	Originals @	\$1.50 /Sht		=		
Subtotal						
623 Models/Renderings/Photos	Shots @	/Shot				
624 Telephone	Calls @	/Call				
625 Meals	Days @	Men @	/Man-day			
626 Field Supplies						
628 Postage	Mailings @	/Mailing (Standard)				
628 Postage	Mailings @	/Mailing (Overnight)				
629 Publications						
630 Misc Reimbursable Exp						
632 Temporary Personnel						
634 Office Supplies						
635 CADD						
636 Field Equip Rental						
639 License & Regulation Fee						
643 NM Gross Receipt Tax						
647 Computer Supplies						
Total Direct Expenses						

Reimbursable Consultant Costs										Amount
511 Structural Consultant										
512 Mech/Elec Consultant										
513 Environ/Civil Consultant										
514 Architectural Consultant										
515 Testing Consultant (Geotech, CMT, TAB, etc.)										
516 Surveying Consultant										
517 Interior Design Consultant										
518 Other Consultant - Kitchen / Food Consultant										
518 Other Consultant - Acoustical Consultant										
518 Other Consultant - AV/ IT Consultant										
518 Other Consultant										
Total Reimbursable Consultants										
Reimbursable Expenses										
521 Travel										
Motel	150 Days @	1	Men @	\$150.00 /Man-day	=	\$22,500.00				
Air Travel	15 Air Fare @	1	Men @	\$354.00 /Man	=	\$5,310.00				
Parking	Days @		/Day		=					
Car Rental	Days @		/Day		=					
Mileage (RPR 1)	10 Miles @	\$0.560	@	145 Trips	=	\$812.00				
	Miles @	\$0.560	@	Trips	=					
						Subtotal	\$28,622			
522 Reproductions										
Blackline / Color Plots										
34" x 22"		Shts @	\$2.50 /Sht	@	Sets =					
36" x 24"		Shts @	\$2.75 /Sht	@	Sets =					
42" x 30		Shts @	\$3.25 /Sht	@	Sets =					
Other		sf @	\$0.55 /sf	@	Sets =					
Mounting Foam Board		Boards @	\$10.00 /ea	@						
Printing:										
Set Up Fee		Originals @	\$0.15 /Sht	@	Submittals =					
8-1/2" x 11" B&W		Originals @	\$0.09 /Sht	@	Sets =					
8-1/2" x 11" Color		Originals @	\$0.55 /Sht	@	Sets =					
11" x 17" B&W		Originals @	\$0.18 /Sht	@	Sets =					
11" x 17" Color		Originals @	\$1.05 /Sht	@	Sets =					
Binding Cost		Sets @	\$2.00 /Set		=					
Laminating		Shts @	\$2.00 /Sht		=					
Scan to file										
Burn to CD/DVD		CD/DVD @	\$13.50 /each		=					
Scan Specs		Originals @	\$0.15 /Sht		=					
Scan Drawings		Originals @	\$1.50 /Sht		=					
						Subtotal				
523 Models/Renderings/Photos										
		Shots @		/Shot						
524 Telephone										
	Calls @		/Call							
525 Meals										
150 Days @	1	Men @	\$64.00 /Man-day			\$9,600				
526 Field Supplies										
528 Postage										
	Mailings @		/Mailing	(Standard)						
528 Postage										
	Mailings @		/Mailing	(Overnight)						
530 Misc Reimbursable Exp										
532 Temporary Personnel										
534 Office Supplies										
535 CADD										
536 Field Equip Rental										
537 Interior Design Items										
539 License & Regulation Fee										
543 NM Gross Receipt Tax										
547 Computer Supplies										
Total Reimbrusable Expenses										\$38,222

Parkhill

Project Fee and Budget Sheet

(Hourly/Billing Rates)

Today's Date: December 1, 2021

Prepared By: Mark Haberer
Principal: Mark Haberer
Project Manager: Arif Khatri

Project Name: EPIA Reconstruction of Twy J & K2
Project Number: 7CLO
Task/Discipline:
Projected Start Date: December 1, 2021

Fee (Revenue) Type: Hourly Rate w/Max
Markup on Direct Expenses: 5.00%
Markup on Reimbursables: 5.00%

Fee Costs Summary

(Profit and Markup Included in Total Fee)

Labor Cost:	\$25,360
Direct Consultants:	
Direct Expenses:	
Reimbursable Consultants:	
Reimbursable Expenses:	\$901
Total Fee:	\$26,306

Fee Summary

(OH and Profit in Labor, Markup included in Directs and Reimbursables)

Labor:	\$25,360
Directs:	
Subtotal:	\$25,360
Reimbursables:	\$946
Total Fee:	\$26,306

Labor Costs			Project:		EPIA Reconstruction of Twy J & K2		Project Number: 7CLO		Task/Discipline:		Current Fee:		\$26,306									
Resource (Employee) Name (Blank if not known)			Category		1		2		3		4		5		6		7		8		Total	
			Staff Title - Level		OtherProfessionals		SupportEmployees															
			Hourly/Billing Rate		Other Professional-PL7		Project Assistant-SS6															
					\$260.00		\$110.00															
					Arif Khatri		Ofelia Ochoa															
Task/Discipline		Subtask/Phase		Trips		Hours		Hours		Hours		Hours		Hours		Hours		Hours				
Prepare CCC and Affidavit of Bills Pd						1														1		
Prepare final quantity true-up change order						8														8		
Review Record drawings						2														2		
Compile QA test data								8												8		
Compile RPR daily logs								8												8		
Compile FAA reports								8												8		
Compile final payroll data and wage interviews								8												8		
Prepare Buy American summary								4												4		
Prepare PWL summary						2														2		
Prepare FAA Final Inspection form						2														2		
Obtain consent of surety								2												2		
Obtain NOT and compile final SWPPP data								8												8		
Prepare final photo log						2														2		
Prepare Sponsor Certification of Final Acceptance						2														2		
Prepare Final Outlay Report						2														2		
Prepare Final Federal Financial Report						2														2		
Prepare Final Project Cost Summary						2														2		
Compile O&M manuals/information								4												4		
Prepare and deliver Project Final Report						24		8												32		
Update Part 139 signage and marking plan (by Engineer of Record)																						
Update 5010 information including PCN calculation (by Engineer of Record)																						
Perform Warranty inspection and Coordinate Repairs(1 year anniversary)		1				24														24		
Labor Subtotals		Hours		Trip Count		1		73		58										131		
		Salary						\$18,980		\$6,380										\$25,360		

Direct Expenses Project: Project No: Task: Current Fee:
 Expenses included in lump sum fee. Not billed to client.

Direct Consultant Costs						Amount
611 Structural Consultant						
612 Mech/Elec Consultant						
613 Environ/Civil Consultant						
614 Architectural Consultant						
615 Testing Consultant (Geotech, CMT, TAB, etc.)						
616 Surveying Consultant						
617 Interior Design Consultant						
618 Other Consultant - Kitchen / Food Consultant						
618 Other Consultant - Acoustical Consultant						
618 Other Consultant - AV/ IT Consultant						
618 Other Consultant						
Total Direct Consultants						
Direct Expense Costs						
621 Travel						
Motel	Days @	Men @	/Man-day	=		
Air Travel	Air Fare @	Men @	/Man	=		
Parking	Days @	/Day		=		
Car Rental	Days @	/Day		=		
Mileage	Miles @	\$0.545 @	1 Trips	=		
Subtotal						
622 Reproductions						
Blackline Prints						
34" x 22"	Shts @	\$2.50 /Sht @		Sets =		
36" x 24"	Shts @	\$2.75 /Sht @		Sets =		
42" x 30	Shts @	\$3.25 /Sht @		Sets =		
Other	sf @	\$0.55 /sf @		Sets =		
Mounting Foam Board	Boards @	\$10.00 /ea @				
Printing:						
Set Up Fee	Originals @	\$0.15 /Sht @		Submittals =		
8-1/2" x 11" B&W	Originals @	\$0.09 /Sht @		Sets =		
8-1/2" x 11" Color	Originals @	\$0.55 /Sht @		Sets =		
11" x 17" B&W	Originals @	\$0.18 /Sht @		Sets =		
11" x 17" Color	Originals @	\$1.05 /Sht @		Sets =		
Binding Cost	Sets @	\$2.00 /Set		=		
Laminating	Shts @	\$2.00 /Sht		=		
Scan to file						
Burn to CD/DVD	CD/DVD @	\$13.50 /each		=		
Scan Specs	Originals @	\$0.15 /Sht		=		
Scan Drawings	Originals @	\$1.50 /Sht		=		
Subtotal						
623 Models/Renderings/Photos		Shots @	/Shot			
624 Telephone		Calls @	/Call			
625 Meals		Days @	Men @	/Man-day		
626 Field Supplies						
628 Postage		Mailings @	/Mailing (Standard)			
628 Postage		Mailings @	/Mailing (Overnight)			
629 Publications						
630 Misc Reimbursable Exp						
632 Temporary Personnel						
634 Office Supplies						
635 CADD						
636 Field Equip Rental						
639 License & Regulation Fee						
643 NM Gross Receipt Tax						
647 Computer Supplies						
Total Direct Expenses						

Reimbursable Expenses	Project:	Project No:	Task:	Current Fee:
Expenses NOT included in lump sum fee. These are billed to client, including markup, if allowed.				

Reimbursable Consultant Costs							Amount
511 11/5/2021							
512 Mech/Elec Consultant							
513 Environ/Civil Consultant							
514 Architectural Consultant							
515 Testing Consultant (Geotech, CMT, TAB, etc.)							
516 Surveying Consultant							
517 Interior Design Consultant							
518 Other Consultant - Kitchen / Food Consultant							
518 Other Consultant - Acoustical Consultant							
518 Other Consultant - AV/ IT Consultant							
518 Other Consultant							
Total Reimbursable Consultants							
Reimbursable Expenses							
521 Travel							
Motel	2 Days @	1 Men @	\$150.00 /Man-day	=		\$300.00	
Air Travel	1 Air Fare @	1 Men @	\$354.00 /Man	=		\$354.00	
Parking	Days @		/Day	=			
Car Rental	2 Days @	\$50.00	/Day	=		\$100.00	
Mileage	Miles @	\$0.560	@	1 Trips	=		
Subtotal							\$754
522 Reproductions							
Blackline / Color Plots							
34" x 22"		Shts @	\$2.50 /Sht @		Sets =		
36" x 24"		Shts @	\$2.75 /Sht @		Sets =		
42" x 30		Shts @	\$3.25 /Sht @		Sets =		
Other		sf @	\$0.55 /sf @		Sets =		
Mounting Foam Board		Boards @	\$10.00 /ea @				
Printing:							
Set Up Fee		Originals @	\$0.15 /Sht @		Submittals =		
8-1/2" x 11" B&W	100	Originals @	\$0.09 /Sht @		1 Sets =	\$9.00	
8-1/2" x 11" Color		Originals @	\$0.55 /Sht @		Sets =		
11" x 17" B&W		Originals @	\$0.18 /Sht @		Sets =		
11" x 17" Color		Originals @	\$1.05 /Sht @		Sets =		
Binding Cost		Sets @	\$2.00 /Set		=		
Laminating		Shts @	\$2.00 /Sht		=		
Scan to file							
Burn to CD/DVD		CD/DVD @	\$13.50 /each		=		
Scan Specs		Originals @	\$0.15 /Sht		=		
Scan Drawings		Originals @	\$1.50 /Sht		=		
Subtotal							\$9
523 Models/Renderings/Photos		Shots @	/Shot				
524 Telephone	Calls @	/Call					
525 Meals	2 Days @	1 Men @	\$64.00 /Man-day				\$128
526 Field Supplies							
528 Postage	2 Mailings @	\$5.00 /Mailing	(Standard)				\$10
528 Postage	Mailings @	/Mailing	(Overnight)				
530 Misc Reimbursable Exp							
532 Temporary Personnel							
534 Office Supplies							
535 CADD							
536 Field Equip Rental							
537 Interior Design Items							
539 License & Regulation Fee							
543 NM Gross Receipt Tax							
547 Computer Supplies							
Total Reimbrusable Expenses							\$901

Parkhill

Project Fee and Budget Sheet

(Hourly/Billing Rates)

Today's Date: December 1, 2021

Prepared By: Mark Haberer
Principal: Mark Haberer
Project Manager: Arif Khatri

Project Name: EPIA Reconstruction of Twy J & K2
Project Number:
Task/Discipline: 9SSC
Projected Start Date: December 1, 2021

Fee (Revenue) Type: Hourly Rate w/Max
Markup on Direct Expenses: 5.00%
Markup on Reimbursables: 5.00%

Fee Costs Summary

(Profit and Markup Included in Total Fee)

Labor Cost:

Direct Consultants:

Direct Expenses:

Reimbursable Consultants: \$107,000

Reimbursable Expenses:

Total Fee: \$112,350

Fee Summary

(OH and Profit in Labor, Markup included in Directs and Reimbursables)

Labor:

Directs:

Subtotal:

Reimbursables: \$112,350

Total Fee: \$112,350

Category Staff Title - Level Hourly/Billing Rate Resource (Employee) Name (Blank if not known)			1		2		3		4		5		6		7		8				
			OtherProfessionals		OtherProfessionals																
			RPR-PL5		RPR-PL4																
			\$160.00		\$144.00																
Task/Discipline		Subtask/Phase		Trips		Hours		Hours		Hours		Hours		Hours		Hours		Hours		Total	
Labor Subtotals		Hours		Trip Count																	
		Salary																			

Direct Expenses Project: Project No: Task: Current Fee:
 Expenses included in lump sum fee. Not billed to client.

Direct Consultant Costs						Amount
611 Structural Consultant						
612 Mech/Elec Consultant						
613 Environ/Civil Consultant						
614 Architectural Consultant						
615 Testing Consultant (Geotech, CMT, TAB, etc.)						
616 Surveying Consultant						
617 Interior Design Consultant						
618 Other Consultant - Kitchen / Food Consultant						
618 Other Consultant - Acoustical Consultant						
618 Other Consultant - AV/ IT Consultant						
618 Other Consultant						
Total Direct Consultants						
Direct Expense Costs						
621 Travel						
Motel	Days @	Men @	/Man-day	=		
Air Travel	Air Fare @	Men @	/Man	=		
Parking	Days @	/Day		=		
Car Rental	Days @	/Day		=		
Mileage	Miles @	\$0.545 @	Trips	=		
Subtotal						
622 Reproductions						
Blackline Prints						
34" x 22"	Shts @	\$2.50 /Sht @	Sets	=		
36" x 24"	Shts @	\$2.75 /Sht @	Sets	=		
42" x 30	Shts @	\$3.25 /Sht @	Sets	=		
Other	sf @	\$0.55 /sf @	Sets	=		
Mounting Foam Board	Boards @	\$10.00 /ea @				
Printing:						
Set Up Fee	Originals @	\$0.15 /Sht @	Submittals	=		
8-1/2" x 11" B&W	Originals @	\$0.09 /Sht @	Sets	=		
8-1/2" x 11" Color	Originals @	\$0.55 /Sht @	Sets	=		
11" x 17" B&W	Originals @	\$0.18 /Sht @	Sets	=		
11" x 17" Color	Originals @	\$1.05 /Sht @	Sets	=		
Binding Cost	Sets @	\$2.00 /Set		=		
Laminating	Shts @	\$2.00 /Sht		=		
Scan to file						
Burn to CD/DVD	CD/DVD @	\$13.50 /each		=		
Scan Specs	Originals @	\$0.15 /Sht		=		
Scan Drawings	Originals @	\$1.50 /Sht		=		
Subtotal						
623 Models/Renderings/Photos	Shots @	/Shot				
624 Telephone	Calls @	/Call				
625 Meals	Days @	Men @	/Man-day			
626 Field Supplies						
628 Postage	Mailings @	/Mailing (Standard)				
628 Postage	Mailings @	/Mailing (Overnight)				
629 Publications						
630 Misc Reimbursable Exp						
632 Temporary Personnel						
634 Office Supplies						
635 CADD						
636 Field Equip Rental						
639 License & Regulation Fee						
643 NM Gross Receipt Tax						
647 Computer Supplies						
Total Direct Expenses						

Reimbursable Expenses	Project:	Project No:	Task:	Current Fee:
Expenses NOT included in lump sum fee. These are billed to client, including markup, if allowed.				

Reimbursable Consultant Costs						Amount
511	11/829/2021					
512	Mech/Elec Consultant					
513	Environ/Civil Consultant					
514	Architectural Consultant					
515	Testing Consultant (Geotech, CMT, TAB, etc.)					
516	Surveying Consultant				Barragan	\$107,000
517	Interior Design Consultant					
518	Other Consultant - Kitchen / Food Consultant					
518	Other Consultant - Acoustical Consultant					
518	Other Consultant - AV/ IT Consultant					
518	Other Consultant					
Total Reimbursable Consultants						\$107,000
Reimbur: 5%						
521	5%					
	Motel	Days @	Men @	/Man-day	=	
	Air Travel	Air Fare @	Men @	/Man	=	
	Parking	Days @		/Day	=	
	Car Rental	Days @		/Day	=	
	Mileage	Miles @	\$0.560 @	Trips	=	
Subtotal						
522	Reproductions					
	Blackline / Color Plots					
	34" x 22"	Shts @	\$2.50 /Sht @	Sets	=	
	36" x 24"	Shts @	\$2.75 /Sht @	Sets	=	
	42" x 30	Shts @	\$3.25 /Sht @	Sets	=	
	Other	sf @	\$0.55 /sf @	Sets	=	
	Mounting Foam Board	Boards @	\$10.00 /ea @			
	Printing:					
	Set Up Fee	Originals @	\$0.15 /Sht @	Submittals	=	
	8-1/2" x 11" B&W	Originals @	\$0.09 /Sht @	Sets	=	
	8-1/2" x 11" Color	Originals @	\$0.55 /Sht @	Sets	=	
	11" x 17" B&W	Originals @	\$0.18 /Sht @	Sets	=	
	11" x 17" Color	Originals @	\$1.05 /Sht @	Sets	=	
	Binding Cost	Sets @	\$2.00 /Set		=	
	Laminating	Shts @	\$2.00 /Sht		=	
	Scan to file					
	Burn to CD/DVD	CD/DVD @	\$13.50 /each		=	
	Scan Specs	Originals @	\$0.15 /Sht		=	
	Scan Drawings	Originals @	\$1.50 /Sht		=	
Subtotal						
523	Models/Renderings/Photos		Shots @	/Shot		
524	Telephone	Calls @	/Call			
525	Meals	Days @	Men @	/Man-day		
526	Field Supplies					
528	Postage	Mailings @	/Mailing	(Standard)		
528	Postage	Mailings @	/Mailing	(Overnight)		
530	Misc Reimbursable Exp					
532	Temporary Personnel					
534	Office Supplies					
535	CADD					
536	Field Equip Rental					
537	Interior Design Items					
539	License & Regulation Fee					
543	NM Gross Receipt Tax					
547	Computer Supplies					
Total Reimbrusable Expenses						

**ATTACHMENT “C”
INTENTIONALLY DELETED**

ATTACHMENT “D” PAYMENT SCHEDULE

For the project known as “Construction Management Services for the El Paso International Airport Reconstruction of Taxiways J and K2”, hereinafter referred to as the Project, the Owner will compensate the Consultant an amount not to exceed \$720,962.00 for all services and reimbursables noted within the Agreement and its attachments.

PAYMENT SCHEDULE

Contract payments will be made as provided in the Agreement and on a time and materials basis at the unit rates included in Attachment “B”.

Time and materials shall be billed to Owner by Consultant pursuant to the schedule provided in the consultant’s proposal found in **Attachment “B”**. The time shown in **Attachment “B”** is an estimate. Should the services rendered during the construction phase exceed the estimated amount, written authorization will be required prior to rendering service. Written authorization shall be only by contract amendment in accordance with the contract provisions and applicable law.

The Owner shall make payments upon presentation of the Consultant’s detailed Invoice and accompanying Summary and Progress Report and the Owner’s written approval.

The invoice must clearly identify each employee name, title, hours worked, date of performance, task or project description, rate per hours and/or cost, and office/company location.

Reimbursable Costs: Efforts must be made to secure a *reasonable* and/or lowest rate available in the marketplace.

Receipts: Legible itemized receipts are required for the following: 1. Meals 2. Hotel (lodging) costs. 3. Airfare travel costs. 4. Parking costs. 5. Automobile or Equipment Rental costs. 6. Taxi, Limousine, Bus, Subway, or other travel costs. 7. Reproduction. 8. Shipping and Handling. 9. Local Postage/Deliveries (courier services). 10. Communication Costs. *Tips and alcohol are not reimbursable.*

No single invoice may include items for both August and September of any given year. The Owner’s fiscal year begins on September 1st of each year and ends on August 31st of each year. The Consultant’s invoices must be separated into items that end August 31st and those that begin on Septembers 1st of any given year, to coincide with the Owner’s fiscal year.

Communications Costs: Long Distance telephone calls need to be identified and strictly related to work performed under this Agreement in order to be reimbursable by the Owner. A log is preferred showing the date, person’s name called, and explanation. Cell phone monthly charges are reimbursable if usage is strictly related to work performed under this Agreement. Legible itemized cell phone records are required.

Personal Automobile Mileage: Expense report must clearly identify the departure/arrival time, To/From destinations and purpose of trip.

Entertainment Costs: Entertainment costs are not reimbursable, including: 1. Movie costs for “Pay for View” or Cable service. 2. Alcohol costs. 3. Monetary Tips (tipping) for any and all services related to all forms of travel (and/or entertainment).

DELIVERABLE SCHEDULE

The Consultant shall complete the requested services in accordance with the timelines and schedules outlined in **Attachments “A”** and the Notice to Proceed.

**ATTACHMENT “E”
INSURANCE CERTIFICATE**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Strategies 12801 North Central Expy. Suite 1710 Dallas, TX 75243	CONTACT NAME: Joe Bryant	FAX (A/C, No): (214) 503-8899	
	PHONE (A/C, No, Ext): (214) 323-4602	E-MAIL ADDRESS: certificatedallas@risk-strategies.com	
INSURED Parkhill 4222 85th St. Lubbock TX 79423	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers Casualty and Surety Co of Amer		31194
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES**CERTIFICATE NUMBER:** 64672916**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						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						
	<input type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		✓	106653747	1/10/2021	1/10/2022	Per Claim \$2,000,000 Annual Aggregate \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty day notice of cancellation in favor of the certificate holder on all policies.
Re: Solicitation 2021-1475R, El Paso International Airport (EPIA), Construction Management and Inspection Services, Reconstruction of Taxiways J & K2 for the El Paso International Airport.

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

Joe Bryant

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ACORD 25 (2016/03)

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490



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sanford & Tatum Insurance Agency PO Box 64790 Lubbock TX 79464		CONTACT NAME: Dee Bartlett PHONE (A/C, No, Ext): (806) 792-5564 FAX (A/C, No): (806) 792-9344 E-MAIL ADDRESS: dee.bartlett@sanfordtatum.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Charter Oak Fire Ins. Co	
		INSURER B: Travelers Property Casualty Co. of America	
		INSURER C: Travelers Casualty Ins Co of America	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 21/22**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			6305H948872	09/30/2021	09/30/2022	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 5,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			BA4N167444	09/30/2021	09/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
							\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			CUP5H948872	09/30/2021	09/30/2022	EACH OCCURRENCE \$ 6,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 6,000,000
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB5H948872	09/30/2021	09/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A				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)

Solicitation 2021-1475R
El Paso International Airport (EPIA)
Construction Management and Inspection Services
Reconstruction of Taxiways J & K2

The General Liability & Auto Policies include a Blanket Automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract between the Named Insured and the Certificate Holder that requires such status. The General Liability, Auto &

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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EPIA Reconstruction of TWYS J and K2

Construction Management Services

Solicitation 2021-1475R

January 4, 2022

Strategic Goal No. 1: Cultivate an environment conducive to strong, sustainable economic development

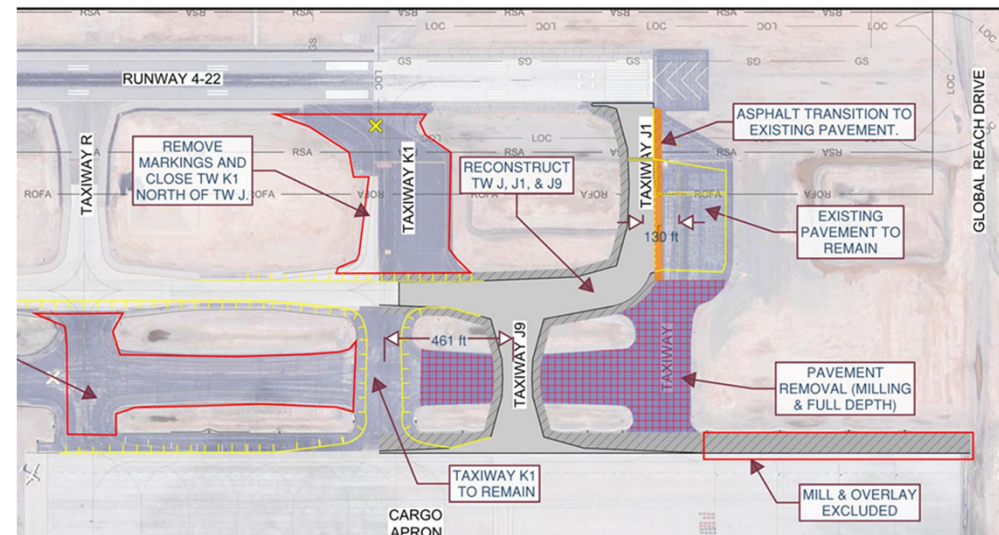
Sub Goal 1.4: Grow the core business of air transportation

Project Scope of Work



Perform Owner's Representative responsibilities including:

- Administer construction contract;
- Coordinate construction activities amongst all stakeholders;
- Construction inspection, monitor quality and contract compliance;
- Construction documentation, meeting minutes, daily reports and other documentation;
- Ensure the contractor has all the necessary information to complete the project; and,
- Monitor safety in the construction area and maintain alertness for any security threats that could impact the operation of EPIA.





Project Details

Location:	El Paso International Airport
District(s):	ALL
Funding Source:	FAA Grant and Airport Enterprise
Today's Request for Action	\$720,962.00

Procurement Summary

- Selection process was qualification based in accordance with the City's Architect/Engineer selection process
- Selection Criteria:
 - Demonstrated understanding of Federal Aviation Administration Advisory Circulars.
 - Demonstrated construction manager and team experience.
 - Demonstrated project understanding and approach.
- Recommendation
 - Award to Parkhill, Smith, and Cooper, Inc. award in the amount of \$720,962.

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
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 #: 22-18, 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

Economic and International Development, Karina Brascalla, (915) 212-1570

Economic and International Development, Elizabeth Triggs, (915) 212-1619

AGENDA LANGUAGE:

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

Discussion and action on the timeline for the preservation of approximately 1,200 acres of City-owned land located in Northeast El Paso adjacent to the future Police Department and Fire Training facility, including identified funding sources and a timeline for the establishment of a conservation easement on the property.

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

AGENDA DATE: January 4, 2022
PUBLIC HEARING DATE: Not Applicable

CONTACT PERSON(S) NAME AND PHONE NUMBER: Karina Brasgalla, 915-212-1570
Elizabeth Triggs, 915-212-1619

DISTRICT(S) AFFECTED: District 4

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

SUBJECT:

Discussion and action on the timeline for the preservation of approximately 1,200 acres of City-owned land located in Northeast El Paso adjacent to the future Police Department and Fire Training facility, including identified funding sources and a timeline for the establishment of a conservation easement on the property.

BACKGROUND / DISCUSSION:

On July 7, 2021, the City and EPWater entered into an MOU which authorized the transfer of 306 acres of City-owned land from EPWater to City inventory for development of the future Police Department / Fire Training facility. The MOU additionally requires that EP Water preserve an additional 1,200 acres of undeveloped land located to the west and north of the subject property as Public Open Space within 180 days (January 3, 2022). That same day, City Council acted to direct City staff to work with EPWater to establish a conservation easement over the 1,200 acres and any acreage included in the 306 acres parcel not needed for development of the training facility.

PRIOR COUNCIL ACTION:

On November 23, 2021, Council directed the City Manager to return to Council within 60 days with a timeline for preservation of the 1,200 acres 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 establishment of a conservation easement on that open space land.

AMOUNT AND SOURCE OF FUNDING:

TBD

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? X YES ___ NO

PRIMARY DEPARTMENT: Economic and International Development

SECONDARY DEPARTMENT: Capital Improvements Department

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

DEPARTMENT HEAD:


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

ITEM 30 Northeast Land Preservation

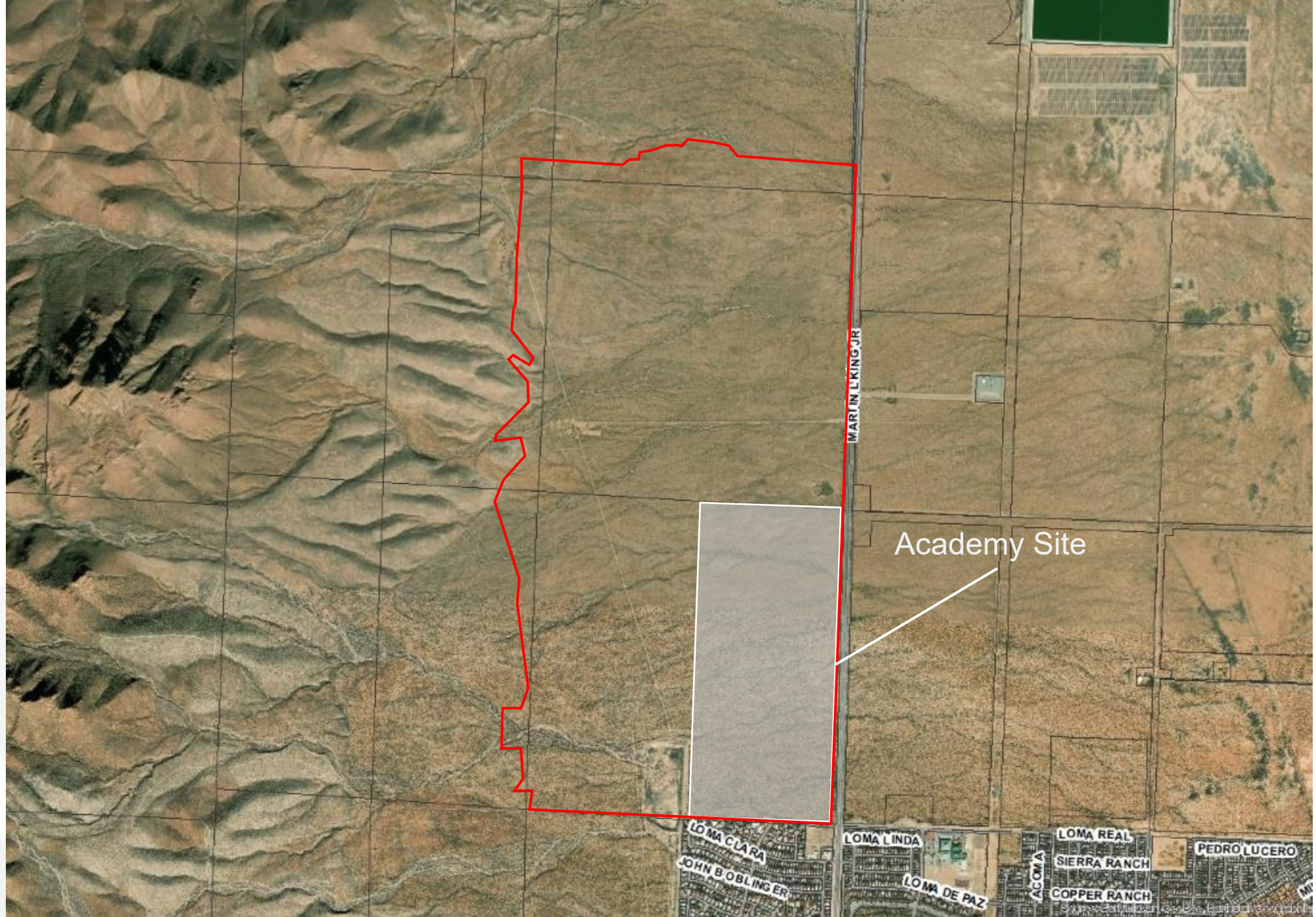
Update on the placement of a conservation easement on 1,200 acres of property west of MLK Jr. Blvd. and east of the Franklin Mountain State Park

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

Presentation Overview

- ❖ Background + Council Direction
- ❖ Action Update
- ❖ Current Issues
- ❖ Recommendation
- ❖ Timeline + Next Steps

Subject Property



Background + Council Direction

On **July 7, 2021**, the City and EPWater entered into an MOU

- Authorized transfer of **306 acres** from EPWater to City inventory
- Future site of **Joint Police/Fire Academy**
- Property transferred under the terms of the Joint Resolution
 - Qualifying “Public Facilities” will be transferred to the City at 25 percent of the appraised value (\$5.325 million x 0.25 = **\$1.33 million**)
 - Paid out of the 2019 Public Safety Bond
- **EPWater committed to the preservation of an additional 1,200 acres** of undeveloped land located to the west and north of the subject property within 180 days (or January 3rd)

Background + Council Direction

- City Council took **separate action** to direct staff to work with EPWater to place a **conservation easement** over the 1,200 acres and any acreage not needed for the public safety facilities
 - On **November 23, 2021**, City Council directed staff to return within 60 days with an update
- City staff communicated Council's direction to EPWater and is working with the utility to accomplish that direction
 - Using Lost Dog and Knapp Conservation Easements as a model

Action Update

- EPWater has communicated concerns regarding **mineral rights**
- EPWater proposes an alternative preservation mechanism:
 1. Use of the **stormwater/open space dual purpose fund**
 - At 100% the value of the land (value determined via updated appraisal)
 - On **September 27, 2021**, EPWater presented its annual Stormwater Utility Update to Council, identifying the property as a pending open space acquisition
 2. Establishment of a **Conservation Covenant**
 3. **Rezoning** of property to **Natural Open Space**

Recommendation

Continue to work with EPWater to accomplish preservation through the establishment of a conservation easement.

- Previous conservation easements (Knapp Canyon and Lost Dog) had third parties that possessed mineral rights over the properties.
 - Conservation Easements can be tailored to exclude certain property and to grant the conservation easement subject to the rights of other parties
- If EPWater opts to compensate the system using the dual-purpose fund created under Ordinance No. 016668, recommend EPWater demonstrates:
 - The System requires compensation;
 - The use of the fund for this purpose complies with Ordinance No. 016668; and
 - Impact to the fund (i.e., impact of a \$15 million charge to the fund)

Alternate Solution

Request the transfer of the property to the City's inventory under the terms of the agreed upon Joint Resolution.

- Under the Joint Resolution, the property may be transferred to the City at the greater of:
 - 25 percent the appraised value of the property; or
 - The original cost of the property plus an annual CPI adjustment from the date of purchase.
- The funding source is the remaining \$3.1 million reserved for open space acquisitions allowing for the transfer of all or a portion of the property, depending on its appraised value
 - Aligns with the December 2nd, 2020, OSAB recommendation

Timeline - Conservation Easement

Baseline Report

- ~ 3 months
- Previously done via P.O. with Frontera
- Assessment of current state of property
- Develop Land Management Plan

Draft Agreement

- 2 months
- Prepare conservation easement agreement and exhibits
 - Survey, Land Exclusion, and Surface Rights Waivers

Final Action

- Ordinance approved by Council authorizing the City Manager to sign the conservation easement agreement

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



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-26, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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

City Attorney's Office, Frances Engelbaum, (915) 212-0033

AGENDA LANGUAGE:

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



El Paso, TX

300 N. Campbell
El Paso, TX

Legislation Text

File #: 22-27, Version: 1

CITY OF EL PASO, TEXAS LEGISTAR AGENDA ITEM SUMMARY FORM

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Application of El Paso Electric Company to Change Rates, Public Utility Commission of Texas Docket No. 52195; Matter No. 21-1008-174 (551.071)